

THOMSON, RHODES & COWIE, P.C.

Attorneys At Law

Richard L. Rush
Timon L. Mower
John K. Hervey
David R. Johnson
Jerry R. Hogenmiller*
David M. McQuiston
William James Rogers
Glenn H. Collette
Templeton Smith Jr.
Harry W. Rosensteel*
Thomas B. Anderson*
Suzanne M. Oppman
Margaret M. Heck*

TWO CHATHAM CENTER, TENTH FLOOR
PITTSBURGH, PENNSYLVANIA 15219-3499

Facsimile (412) 242-3198

www.trc-law.com

Writer's Direct Dial - (412) 242-3198
Writer's e-mail trc@trc-law.com

John David Rhodes
Special Train Advisor

Norman J. Cowie (1929-1998)
Thomas D. Thomson (1925-1999)

Dana Weber Hinton†
Ashley L. Griffin
Lisa R. Whisler*
Daniel J. Margaman
Kate M. Lewis

* Also Admitted in West Virginia
* Also Admitted in Illinois
† Also Admitted in New Jersey
and Washington



234160

May 3, 2013

Conrail Abandonment of the Snow Shoe Industrial Track in Centre and Clearfield Counties, PA Docket AB-167-1004 / R. J. Corman Railroad Company/Pennsylvania Lines, Inc. Construction and Operation Exemption in Centre and Clearfield Counties, PA, Finance Docket No. 35116 / and R. J. Corman Railroad Company/Pennsylvania Lines, Inc. Acquisition and Operation Exemption Line of Norfolk Southern Railway Company, Finance Docket No. 35143. Our File No. 15598

Surface Transportation Board
395 E. Street S.W.
Washington, D.C. 20423

Dear Sir or Madam:

I am enclosing an original and 10 copies of our Supplement to Application of Headwaters charitable Trust and Snow Shoe Rails to Trails Association for Transfer of Certificate of Interim Trail Use for consideration in connection with the above-referenced action

Very truly yours,

Templeton Smith, Jr.

TS/hjk
Enclosures

cc: Ronald Lane, Esquire (Counsel for R J Corman Railroad)
Dale Fox
(both w/enc)

ENTERED
Office of Proceedings

MAY - 6 2013

Part of
Public Record

W:\WJRV15598 R J Corman Railroad\LettersM-S\TB 5-3-13.doc

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. AB-167-1004

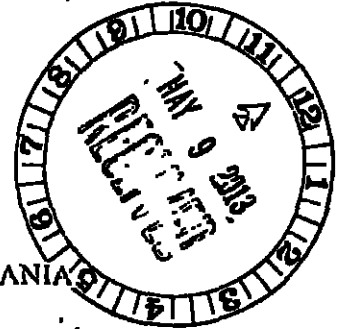
CONRAIL ABANDONMENT OF THE
SNOW SHOE INDUSTRIAL TRACK
IN CENTRE AND CLEARFIELD COUNTIES, PENNSYLVANIA

FINANCE DOCKET NO. 35116

R.J. CORMAN RAILROAD COMPANY/PENNSYLVANIA LINES INC.,
CONSTRUCTION AND OPERATION EXEMPTION
IN CENTRE AND CLEARFIELD COUNTIES, PENNSYLVANIA

FINANCE DOCKET NO. 35143

R.J. CORMAN RAILROAD COMPANY/PENNSYLVANIA LINES INC.,
ACQUISITION AND OPERATION EXEMPTION
LINE OF NORFOLK SOUTHERN RAILWAY COMPANY



ENTERED
Office of Proceedings

MAY - 6 2013

Part of
Public Record

**SUPPLEMENT TO APPLICATION OF HEADWATERS CHARITABLE TRUST
AND SNOW SHOE RAILS TO TRAILS ASSOCIATION FOR TRANSFER OF
CERTIFICATE OF INTERIM TRAIL USE**

On March 29, 2013, pursuant to the regulation set forth at 49 CFR § 1152.29(f), joint applicants, Headwaters Charitable Trust ("HCT") and Snow Show Rails-to-Trails Association ("SSRTA"), filed a joint application (the "Joint Application") requesting the transfer of the remaining portion of the Certificate of Interim Trail Use ("CITU") issued to HCT on November 2, 1993, at Docket Number AB-167 (Sub-No 1004N), from HCT to SSRTA. (A true and correct copy of the Joint Application is attached as Exhibit "1" hereto) This Supplement is being filed at the request of the Surface Transportation Board ("STB") to clarify several issues set forth in the Joint Application

1. The CITU which the Joint Application sought to have transferred from HCT to SSRTA was granted to HCT by the Interstate Commerce Commission by its decision dated November 2, 1993, at Docket Number AB-167 (Sub-No. 1004N), and covered a 19.0 mile line of railroad in Centre and Clearfield Counties, Pennsylvania, extending from milepost 64.5 near Winburne, Pennsylvania to milepost 45.5 near Gillentown, Pennsylvania, known as the "Snow Shoe Industrial Track" and previously operated by Consolidated Rail Corporation ("Conrail"). (A true and correct copy of the said CITU is attached as Exhibit "2" hereto)

2. In 1990, Consolidated Rail Corporation received authority to abandon its operating authority over the Snow Shoe Industrial Track. (Conrail Abandonment of the Snow Shoe Industrial Track in Centre and Clearfield Counties, PA, AB 167 (Sub-No 1044N) That authority was acquired by Norfolk Southern Railway through transactions approved by the STB in CSX Corp-Control- Conrail, Inc., 3 S.T.B.196 (1998) and Norfolk Southern Railway – Control and Operating Leases/Agreements-Conrail Inc. and Consolidated Rail Corp, FD 33388 (Sub-No. 94) (SSTB Served Nov 7, 2003).

3. R.J. Corman Railroad Company/Pennsylvania Lines, Inc. ("R J. Corman") is the successor in interest to Norfolk Southern Railway with regard to the operating rights over the Snow Shoe Industrial Track pursuant to R.J. Corman Railroad Company/Pennsylvania Lines, Inc – Acquisition and Operation Exemption of Line of Norfolk Southern Railway Company, FD 35143.

4. A true and correct copy of the Joint Application was served upon R.J. Corman, as the successor in interest to Conrail with regard to the operating rights over the

Snow Shoe Industrial Track, and a true and correct copy of this Supplement is, likewise being served on R.J. Corman in that capacity.

5. On May 20, 2008 R J. Corman filed a petition, pursuant to 49 U S C. §10502 and 49 CFR §1121, for exemption from the prior approval requirement of 49 U.S.C §10901, (1) to construct and operate a railroad line over approximately 10.8 miles of rail right-of-way previously abandoned by Consolidated Rail Corporation ("Conrail") between Wallaceton Junction, Pennsylvania and Winburne, Pennsylvania (the "Western Segment") and (2) to reactivate, and thereby vacate HCT's CITU for a connecting 9.3 mile trail (the "Eastern Segment"), which constitutes the westernmost section of the Snow Shoe Industrial Track, extending from mile marker 64.5, near Winburne, to mile marker 55.2.

6. By its decision dated May 21, 2012, the STB granted R J. Corman's petition and vacated HCT's CITU for the aforesaid 9.3 mile Eastern Segment

7. HCT's CITU for the remaining 9.7 miles of the 19 mile Snow Shoe Industrial Track, extending from mile marker 55.2 to mile marker 45.5, near Gillentown, was unaffected by the STB's May 21, 2012 decision. (See footnote 3 to STB Decision of July 27, 2009 at STB Finance Docket No. 35116, which notes as follows.

RJCP has filed a petition seeking vacation of the CITU permitting rail banking/interim trail use on the Eastern Segment but leaving intact the rail banking/interim trail use agreement over the remaining portion of the Snow Shoe Industrial Track, from milepost 55.2 to milepost 45.5 (Emphasis added)

8. By its quitclaim deed dated October 24, 2012 and recorded in the Office of the Recorder of Deeds of Centre County at Deed Book Volume 2112 page 547, HCT

transferred the property underlying the Snow Shoe Industrial Track to SSRTA. (A true and correct copy of the said deed is attached as Exhibit "C" to the Joint Application.)

9. HCT desires to transfer all of HCT's remaining rights and obligations under the CITU for the Snow Shoe Industrial Track to SSRTA, effective the date that the STB approves the Joint Application, and SSRTA desires to accept all of HCT's remaining rights and obligation under that CITU on that date.

10. SSRTA has executed a Statement of Willingness to Assume Financial Responsibility in the form prescribed by 49 CFR §1152.29(a)(3) (A true and correct copy of said Statement is attached as Exhibit "D" to the Joint Application)

11 In the Joint Application, SSRTA acknowledges that its use of the right-of-way sought herein is subject to SSRTA's continuing to meet its responsibilities described in the Statement of Willingness to Assume Financial Responsibility and subject to possible future reconstruction and reactivation of the right-of-way for rail service.

WHEREFORE, HCT and SSRTA respectfully request that their Joint Application be granted and that the CITU pertaining to the remaining rail-banked portion of the Snow Shoe Industrial Trail (from milepost 55.2 to milepost 45.5) be transferred from HCT to SSRTA, effective the date of the SSRTA's approval of the said Joint Application.

Respectfully submitted,
Thomson, Rhodes & Cowie, P.C.

By: 
Templeton Smith, Jr.
Attorneys for Applicants

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

DOCKET NO. AB-167-1004

**CONRAIL ABANDONMENT OF THE
SNOW SHOE INDUSTRIAL TRACK
IN CENTRE AND CLEARFIELD COUNTIES, PENNSYLVANIA**

FINANCE DOCKET NO. 35116

**R.J. CORMAN RAILROAD COMPANY/PENNSYLVANIA LINES INC.,
CONSTRUCTION AND OPERATION EXEMPTION
IN CENTRE AND CLEARFIELD COUNTIES, PENNSYLVANIA**

FINANCE DOCKET NO. 35143

**R.J. CORMAN RAILROAD COMPANY/PENNSYLVANIA LINES INC.,
ACQUISITION AND OPERATION EXEMPTION
LINE OF NORFOLK SOUTHERN RAILWAY COMPANY**

**APPLICATION OF HEADWATERS CHARITABLE TRUST AND SNOW SHOE
RAILS TO TRAILS ASSOCIATION FOR TRANSFER OF CERTIFICATE OF
INTERIM TRAIL USE**

Pursuant to the regulation set forth at 49 CFR § 1152.29(f), joint applicants, Headwaters Charitable Trust ("HCT") and Snow Show Rails-to-Trails Association ("SSRTA"), hereby request the transfer of the remaining portion of the Certificate of Interim Trail Use ("CITU") issued to HCT on November 2, 1993, at Docket Number AB-167 (Sub-No. 1004N), from HCT to SSRTA based upon the following:

1. By its decision dated November 2, 1993, at Docket Number AB-167 (Sub-No. 1004N), the Interstate Commerce Commission granted a CITU to HCT for a 19.0 mile line of railroad in Centre and Clearfield Counties, Pennsylvania, extending from



milepost 64.5 near Winburne, Pennsylvania to milepost 45.5 near Gillentown, Pennsylvania, known as the Snow Shoe Industrial Track and previously operated by Consolidated Rail Corporation ("Conrail"). (A true and correct copy of the said CITU is attached as Exhibit "A" hereto)

2. By its quitclaim deed dated September 24, 1993, and recorded in the Office of the Recorder of Deeds of Centre County at Deed Book Volume 594, page 286, Conrail transferred all of its right, title and interest in the property underlying the Snow Shoe Industrial Track to HCT. (A true and correct copy of the said deed is attached as "Exhibit "B" hereoto.)

3. On May 20, 2008 R.J. Corman Railroad Company/Pennsylvania Lines ("R.J. Corman") filed a petition, pursuant to 49 U.S.C. §10502 and 49 CFR §1121, for exemption from the prior approval requirement of 49 U.S.C §10901, (1) to construct and operate a railroad line over approximately 10.8 miles of rail right-of-way previously abandoned by Consolidated Rail Corporation ("Conrail") between Wallaceton Junction, Pennsylvania and Winburne, Pennsylvania (the "Western Segment") and (2) to reactivate, and thereby vacate HCT's CITU for, a connecting 9.3 mile trail (the "Eastern Segment") which constitutes the westernmost section of the Snow Shoe Industrial Track.

4. By its decision dated May 21, 2012, the Surface Transportation Board ("STB") granted R.J. Corman's petition and vacated HCT's CITU for the aforesaid 9.3 mile Eastern Segment, which constitutes the westernmost 9 3 miles of the Snow Shoe Industrial Track, extending from mile marker 64.5, near Winburne, to mile marker 55.2.

5. HCT's ~~CITU~~ for the remaining 9.7 miles of the 19 mile Snow Shoe Industrial Track, extending from mile marker 55.2 to mile marker 45.5, near Gillentown, was unaffected by the STB's May 21, 2012 decision.

6. By its quitclaim deed dated October 26, 2012 and recorded in the Office of the Recorder of Deeds of Centre County at Deed Book Volume 2112 page 0547, HCT transferred the property underlying the Snow Shoe Industrial Track to SSRTA. (A true and correct copy of the ~~quit~~ deed is attached as Exhibit "C" hereto.)

7. HCT ~~desires~~ to transfer all of HCT's remaining rights and obligations under the CITU for the Snow Shoe Industrial Track to SSRTA, and SSRTA desires to accept all of HCT's remaining rights and obligation under that CITU.

8. SSRTA has executed a Statement of Willingness to Assume Financial Responsibility in the form prescribed by 49 CFR §1152.29(a)(3). (A copy of said statement is attached as Exhibit "D" hereto.)

9. SSRTA hereby acknowledges that its use of the right-of-way sought herein is subject to SSRTA's continuing to meet its responsibilities described in the Statement of Willingness to Assume Financial Responsibility and subject to possible future reconstruction and reactivation of the right-of-way for rail service.

Respectfully submitted,

WITNESS:

Steve Duck

WITNESS:

George J. Halt

Headwaters Charitable Trust

By

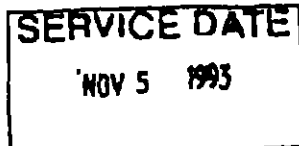
Joseph E. Ruckey
Chair, Board of Trustees

Snow Shoe Rails-to-Trails Association

By

Timothy C. Mays
President

DO



INTERSTATE COMMERCE COMMISSION

DECISION AND CERTIFICATE OF INTERIM TRAIL USE OR ABANDONMENT

Docket No. AB-167 (Sub-No. 1004N)

CONRAIL ABANDONMENT OF THE SNOW SHOE INDUSTRIAL TRACK
IN CENTRE AND CLEARFIELD COUNTIES, PA

Decided: November 2, 1993

By decision served February 15, 1990, Consolidated Rail Corporation (Conrail) was authorized under section 308 of the Regional Rail Reorganization Act of 1973 to abandon the following 19.0-mile line of railroad, known as the Snow Shoe Industrial Track in Centre and Clearfield Counties, PA:

Beginning at a point near Winburne, approximately 1,100 feet northwest of the northwest side of UG bridge number 64.23 over Black Bear Run, at approximately milepost 64.5, and extending to the end of the line at Snow Shoe, at approximately milepost 45.5.

On August 2, 1993, the Headwaters Charitable Trust (HCT) petitioned to reopen the proceeding for the purpose of issuing a Certificate of Interim Trail Use or Abandonment (CITU). HCT states that Conrail has not consummated abandonment of the line and that, although a final agreement has not been signed, Conrail is willing to negotiate a transfer of the line to HCT for interim trail use and rail banking pursuant to the Trails Act.¹ In its reply filed August 5, 1993, Conrail confirmed HCT's assertions and supported the request for reopening and issuance of a CITU.

In submissions respectively filed October 4 and 7, 1993, C & K Coal Company and Clair L. Tarman² oppose the planned trail use over the right-of-way. These trail opponents are concerned about trespassers vandalizing and littering their adjoining property and the potential liability for persons injured along the trail. The coal company also argues that a trail will increase opportunities for illegal timbering on its land.

Because Conrail's abandonment has not been consummated, the Commission continues to have jurisdiction over the line. Under the National Trails System Act (16 U.S.C. 1241) and our implementing rules, if a prospective trail user requests a trail condition and the carrier indicates its willingness to negotiate a trail arrangement, the Commission in issuing a Certificate of Interim Trail Use or Abandonment (CITU) functions in a strictly ministerial role. Because we do not analyze, approve, or set the terms for the interim trail arrangement,³ we cannot deny HCT's trail request based on potential problems stemming from trail use.

Opponents' concerns are a matter within the laws and police power of the State and local governments in which the trail is located. It is the Commission's policy that trails must be maintained according to applicable land use plans, zoning

¹ HCT also indicated that it is qualified to acquire the line for trail use, and it issued a statement of its willingness to assume financial responsibility.

² Appended to the Tarman submission are signatures of 50 individuals also opposing trail use.

³ See Ex Parte No. 274 (Sub-No. 13B), Policy Statement on Rails to Trails Conversions (not printed), served February 5, 1990 (55 FR 4026-28).

ordinances, and public health and safety laws.⁴ The same is true for an existing right-of-way that the Commission has approved for abandonment. Because we lack enforcement authority over trails, property owners harmed by improperly maintained trails should take their complaints to local officials.

This proceeding is reopened, and the previously issued Certificate and Decision will be modified into a CITU under 49 CFR 1152.29(c). Negotiations for a trail use agreement may proceed during the 180-day period described below. As long as the final agreement is mutually agreeable to the parties involved, further Commission approval is not necessary. If no agreement is reached within 180 days from the service date of this decision and certificate, Conrail may then fully abandon the line. Use of the right-of-way for trail purposes is subject to restoration for railroad purposes.

This action will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is certified: Conrail is authorized to abandon the line described above, subject to the terms and conditions for interim trail use/rail banking set forth below.

It is ordered:

1. This proceeding is reopened.
2. The Certificate and Decision served February 15, 1990, is modified to authorize interim trail use/rail banking in accord with the terms and conditions set forth below.
3. If an interim trail use/rail banking agreement is reached, it must require the trail user to assume, for the term of the agreement, full responsibility for management of, any liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and the payment of any taxes imposed on the right-of-way.
4. Interim trail use/rail banking is subject to the future restoration of rail service.
5. If interim trail use is implemented and the user subsequently seeks to terminate trail use, it must file a petition to reopen, referring to this decision and CITU by date and docket number, and request that the CITU be vacated on a specific date.
6. If an agreement for interim trail use/rail banking is reached by the 180th day after service of this decision and certificate, interim trail use may be implemented. If no agreement is reached by the 180th day, Conrail may fully abandon the line.
7. This decision is effective on its service date.

By the Commission, David M. Konschnik, Director, Office of Proceedings.

(SEAL)

Sidney L. Strickland, Jr.
Secretary

⁴ See Ex Parte No. 274 (Sub-No. 13), Rail Abandonment--Use of Rights-of-Way as Trails--Supplemental Trails Act Procedures (not printed), served May 26, 1989.

70829

DEED

CONSOLIDATED RAIL CORPORATION

-10-

HEADWATERS CHARITABLE TRUST

Land situate in Centre and Clearfield
Counties, Pennsylvania.

Prep:	Descp:
Chkd:	Compd:
Apvd:	

EXHIBIT B

THIS INDENTURE, made the 24th day of September in the year of our Lord One Thousand Nine Hundred and Ninety-three (A.D. 1993)

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania, 19101-1419, hereinafter referred to as the Grantor, and HEADWATERS CHARITABLE TRUST, a non-profit Corporation of the Commonwealth of Pennsylvania, having a mailing address of 650 Leonard Street, Clearfield, Pennsylvania 16830, hereinafter referred to as the Grantee;

WITNESSETH. That the said Grantor, for and in consideration of the sum of FIVE THOUSAND DOLLARS (\$5,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor has remised, released and quitclaimed and by these presents does remise, release and quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the following described Premises:

ALL THAT CERTAIN property of the Grantor, together with all bridges, tunnels and their appurtenances thereon, being a portion of the line of railroad known as the Snow Shoe Industrial Track, situate in Centre and Clearfield Counties, Pennsylvania, and described in Exhibit "A" and generally indicated in Exhibit "B" hereof, hereinafter referred to as "Premises".

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, all right, title and interest in and to the railroad track and other track materials (excluding bridges and ballast) and their appurtenances, hereinafter referred to as "facilities", located on the Premises for a period of eighteen (18) months from the date of recordation of this Indenture; and together with the unimpeded and immediate right of ingress and egress on, over, across and through the Premises for the purpose of removing the aforesaid facilities. In the event Grantor fails to remove said facilities from the Premises within the aforesaid 18 month period, then in that event the facilities shall become the property of said

Grantee, and this Excepting and Reserving clause shall automatically extinguish.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the Commonwealth of Pennsylvania now or hereafter in force with respect to the covenants set forth below.

(1) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the active or passive effects or existence of any physical substance of any nature or character, on, under, or in the land, water, air, structures, fixtures, or personal property comprising the Premises, from and after the date of delivery of this deed.

(3) No right or means of ingress, egress or passageway to or from the Premises is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee any such means of ingress, egress or passageway.

(4) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(5) Grantee by the acceptance of this Instrument, does hereby accept all existing and prospective responsibility for removal and/or restoration costs for any and all railroad bridges, tunnels and their appurtenances that may be located on the Premises conveyed to the said Grantee; and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may have been or may hereafter be imposed on Grantor by any Public Utility Commission or any other governmental agency having jurisdiction for any and all bridge structures and tunnels and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency; and Grantee further agrees to indemnify, defend and hold Grantor harmless against all costs, penalties, expenses, obligations, responsibility and requirements associated with said bridge structures, tunnels and their appurtenances.

(6) Grantor and Grantee do not contemplate that Grantor shall (a) operate its trains, cars and engines to or on the Premises (or any portion thereof), (b) interchange traffic with Grantee or its successors or assigns, (c) participate in any rail rate relationship with Grantee, (d) establish or maintain a track connection with Grantee, or (e) provide cars or car service to Grantee. If Grantee hereafter desires that Grantor do any of the foregoing, the Grantor and Grantee agree that such

activities shall be conducted only on such terms and conditions as Grantor and Grantee hereto may hereafter mutually agree upon in writing. Grantor and Grantee further agree that in respect to the matters referred to in items (a) through (e), above, Grantor shall not be called upon, or required, by Grantee to accept obligations in excess of those expressly assumed by Grantor except by written agreement between Grantor and Grantee hereto.

TOGETHER with all and singular the improvements, tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever, of, in and to the same and every part thereof, EXCEPTING and RESERVING and UNDER and SUBJECT and provided as aforesaid.

TO HAVE AND TO HOLD all and singular the said Premises, together with the improvements and appurtenances, unto the Grantee, the heirs or successors and assigns of the said Grantee forever, EXCEPTING and RESERVING and UNDER and SUBJECT and provided as aforesaid

NOTICE - "THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT." THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF SEPTEMBER 10, 1965, P L. 505, No. 255 (52 P S. 1551).

NOTICE: GRANTOR, PURSUANT TO PENNSYLVANIA PUBLIC UTILITIES - DISPOSITION OF REAL PROPERTY ACT NO. 151 OF 1990 AND ARTICLE 2709 OF SAID ACT, IS ATTACHING HERETO AS APPENDIX "I" A COPY OF THE NOTICE THAT WAS SENT TO THE COUNTY, CITY, BOROUGH, INCORPORATED TOWN OR TOWNSHIP IN WHICH THE REAL PROPERTY IS LOCATED AND TO THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, THE PENNSYLVANIA GAME COMMISSION, THE PENNSYLVANIA FISH COMMISSION AND TO THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL RESOURCES.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be

signed in its name and behalf by its Director-Asset Management duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

SEALED and DELIVERED
in the presence of us:

CONSOLIDATED RAIL CORPORATION
By.

Juliana R. Sparks
JULIANA R. SPARKS

M. Virginia Ebert
M. Virginia Ebert,
Director-Asset Management

Attest:

Juliana R. Sparks
JULIANA R. SPARKS

Wilberta C. Jackson
Assistant Secretary
WILBERTA C. JACKSON

COMMONWEALTH OF PENNSYLVANIA)

: SS

COUNTY OF PHILADELPHIA)

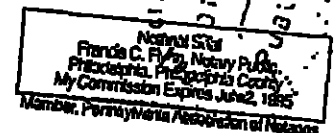
On this 24th day of September A.D. 1993, before me, the subscriber, the undersigned officer, personally appeared M. Virginia Ebert, who acknowledged herself to be the Director-Asset Management of CONSOLIDATED RAIL CORPORATION, a corporation, and that she as such Director-Asset Management, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Director-Asset Management.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Francis C. Flynn
Notary Public

I HEREBY CERTIFY that the correct address of the within-named Grantee is:

Headwaters Charitable Trust
650 Leonard Street
Clearfield, PA 16830
on behalf of Grantee.



THIS INSTRUMENT PREPARED BY:

Juliana R. Sparks
Consolidated Rail Corporation
19-B, Two Commerce Square
2001 Market Street
Philadelphia, Pennsylvania 19101-1419
Case No. 70829
.nls

DEED TO
HEADWATERS CHARITABLE TRUST
EXHIBIT "A"

Centre County, Pennsylvania

Snow Shoe Industrial Track, Line Code 2349

ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the Penn Central Snow Shoe Branch (a.k.a Snow Shoe Industrial Track), and identified as Line Code 2349 in the Recorder's Office of Centre County, Pennsylvania in Book 382 at page 1089, situate in the County of Centre, Commonwealth of Pennsylvania, all as indicated on Grantor's Case Plan No. 70829, sheets 1 through 15 of and sheet 20 of 20, dated July 28, 1993, which are attached hereto and made a part hereof; herein referred to as Premises being further described as follows

(1) BEGINNING at Railroad Station 236+789, being approximately Railroad Mile Post 45.5 in the Township of Snow Shoe, being a lateral cut line drawn at right angles to the railroad centerline, 2,720 feet east of a highway crossing near Snow Shoe Station, as identified in the Recorder's Office of Centre County, Pennsylvania in Book 382 at page 1092, and as indicated on sheet 1 of 20 of Exhibit "B", thence extending in a general southwesterly direction to Railroad Station 311+968, being approximately Railroad Mile Post 59.7 in the Township of Rush, also being the County Line, the County of Centre on the north and the County of Clearfield on the south, as indicated on sheet 15 of 20 of Exhibit "B"; thence

(2) EXTENDING from Railroad Station 332+094, being approximately Railroad Mile Post 63.5, also being the County Line, the County of Clearfield on the east and the County of Centre on the west, as indicated on sheet 19 of 20 of Exhibit "B"; thence continuing in a general northwesterly direction to approximately Railroad Station 336+940, being approximately Railroad Mile Post 64.5, also being 1,100 feet, more or less, west of the northwest side of the bridge over Black Bear Run, the place of ENDING, all in the Township of Rush, as indicated on sheet 20 of 20 of Exhibit "B".

BEING a part or portion of the same premises which George W. Retz, Jr., as Trustee of the Property of Beech Creek Railroad Company, Debtor, by Conveyance Document No. BEC-CRC-RP-1, dated March 29, 1976 and recorded on November 17, 1978, in the Recorder's Office of Centre County, Pennsylvania, in Deed Book No. 382 at page 1084&c, granted and conveyed unto Consolidated Rail Corporation.

THIS EXHIBIT "A" CONTAINS 2 PAGES, OF WHICH THIS IS PAGE 1 OF 2.

CASE NO. 70829

DEED TO

HEADWATERS CHARITABLE TRUST

EXHIBIT "A"

Clearfield County, PennsylvaniaSnow Shoe Industrial Track, Line Code 2349

ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the Penn Central Snow Shoe Branch (a.k.a. Snow Shoe Industrial Track), and identified as Line Code 2349 in the Recorder's Office of Clearfield County, Pennsylvania in Volume 772 at page 404, situate in the County of Clearfield, Commonwealth of Pennsylvania, all as indicated on Grantor's Case Plan No. 70829, sheet 15 through 19 of 20, dated July 28, 1993, which are attached hereto and made a part hereof; herein referred to as Premises being further described as follows:

EXTENDING from Railroad Station 311+968, being approximately Railroad Mile Post 59.7, also being the County Line, the County of Centre on the north and the County of Clearfield on the south, as indicated on sheet 15 of 20 of Exhibit "B", thence continuing in a general southwesterly direction to Railroad Station 332+094, being approximately Railroad Mile Post 63.5, also being the County Line, the County of Clearfield on the east and the County of Centre on the west, all in the Township of Cooper, as indicated on sheet 19 of 20 of Exhibit "B".

BEING a part or portion of the same premises which George W. Betz, Jr., as Trustee of the Property of Becch Creek Railroad Company, Debtor, by Conveyance Document No. BEC-CRC-RP-2, dated March 29, 1976 and recorded on November 17, 1978, in the Recorder's Office of Clearfield County, Pennsylvania, in Volume 772 at page 399&c., granted and conveyed unto Consolidated Rail Corporation

This is a transfer to a conservancy which possesses a tax-exempt status pursuant to section 501 (c) (3) of the Internal Revenue Code of 1954 and which has as its primary purpose preservation of land for historic, recreational and/or scenic opportunities, and is thereby exempt from realty transfer tax pursuant to 72 P.S. §8102-C.3.(18).

The property which is described herein is subject to the imposition by the Interstate Commerce Commission (ICC) of interim trail use condition (railbanking) by the ICC's Decision and Certificate dated February 15, 1990 to ICC Docket No. AB-167 (Sub. No. 1004N) and the ICC's Decision and Notice dated November 2, 1993 to ICC Docket No. AB-167 (Sub. No. 1004N).

THIS EXHIBIT "A" CONTAINS 2 PAGES, OF WHICH THIS IS PAGE 2 OF 2.

VOL 1594 PAGE 292

CASE NO. 70829

DEED TO

HEADWATERS CHARITABLE TRUST

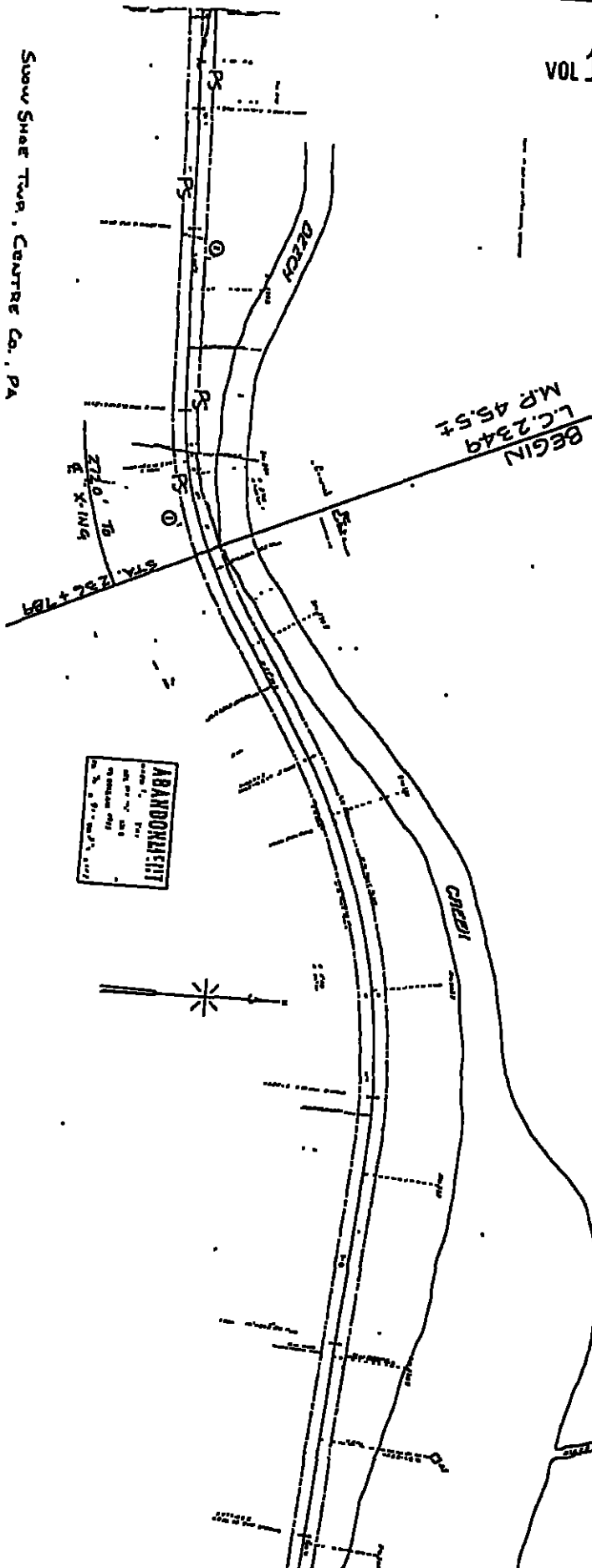
EXHIBIT B

MAP ADDENDUM

THIS EXHIBIT "B" CONTAINS 20 MAPS.

EXHIBIT "B"

Snow Shoe Turn, Centre Co., PA

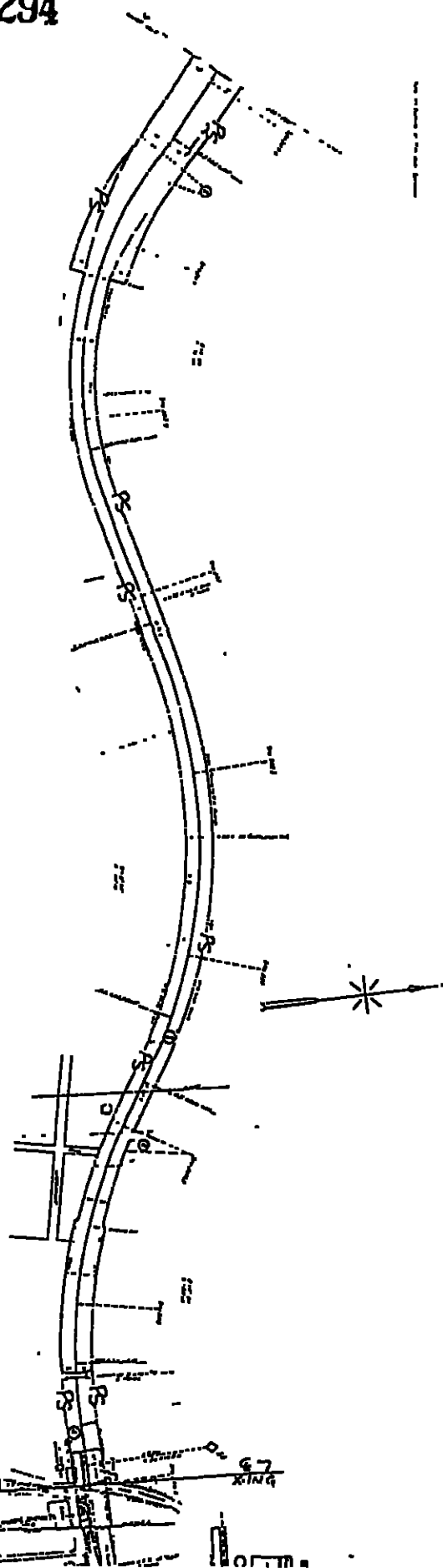


PS PROPERTY TO BE CONVEYED
BY
CONSOLIDATED RAIL CORPORATION
TO
HEADWATERS CHARITABLE TRUST

Date: July
20 1960
20 1960
20 1960

North Arrow

一	二	三	四	五	六	七	八	九	十	十一	十二	十三	十四	十五	十六	十七	十八	十九	二十	二十一	二十二	二十三	二十四	二十五	二十六	二十七	二十八	二十九	三十	三十一	三十二	三十三	三十四	三十五	三十六	三十七	三十八	三十九	四十	四十一	四十二	四十三	四十四	四十五	四十六	四十七	四十八	四十九	五十	五十一	五十二	五十三	五十四	五十五	五十六	五十七	五十八	五十九	六十	六十一	六十二	六十三	六十四	六十五	六十六	六十七	六十八	六十九	七十	七十一	七十二	七十三	七十四	七十五	七十六	七十七	七十八	七十九	八十	八十一	八十二	八十三	八十四	八十五	八十六	八十七	八十八	八十九	九十	九十一	九十二	九十三	九十四	九十五	九十六	九十七	九十八	九十九	一百
一	二	三	四	五	六	七	八	九	十	十一	十二	十三	十四	十五	十六	十七	十八	十九	二十	二十一	二十二	二十三	二十四	二十五	二十六	二十七	二十八	二十九	三十	三十一	三十二	三十三	三十四	三十五	三十六	三十七	三十八	三十九	四十	四十一	四十二	四十三	四十四	四十五	四十六	四十七	四十八	四十九	五十	五十一	五十二	五十三	五十四	五十五	五十六	五十七	五十八	五十九	六十	六十一	六十二	六十三	六十四	六十五	六十六	六十七	六十八	六十九	七十	七十一	七十二	七十三	七十四	七十五	七十六	七十七	七十八	七十九	八十	八十一	八十二	八十三	八十四	八十五	八十六	八十七	八十八	八十九	九十	九十一	九十二	九十三	九十四	九十五	九十六	九十七	九十八	九十九	一百



Snow Shoe Trip, Cedar



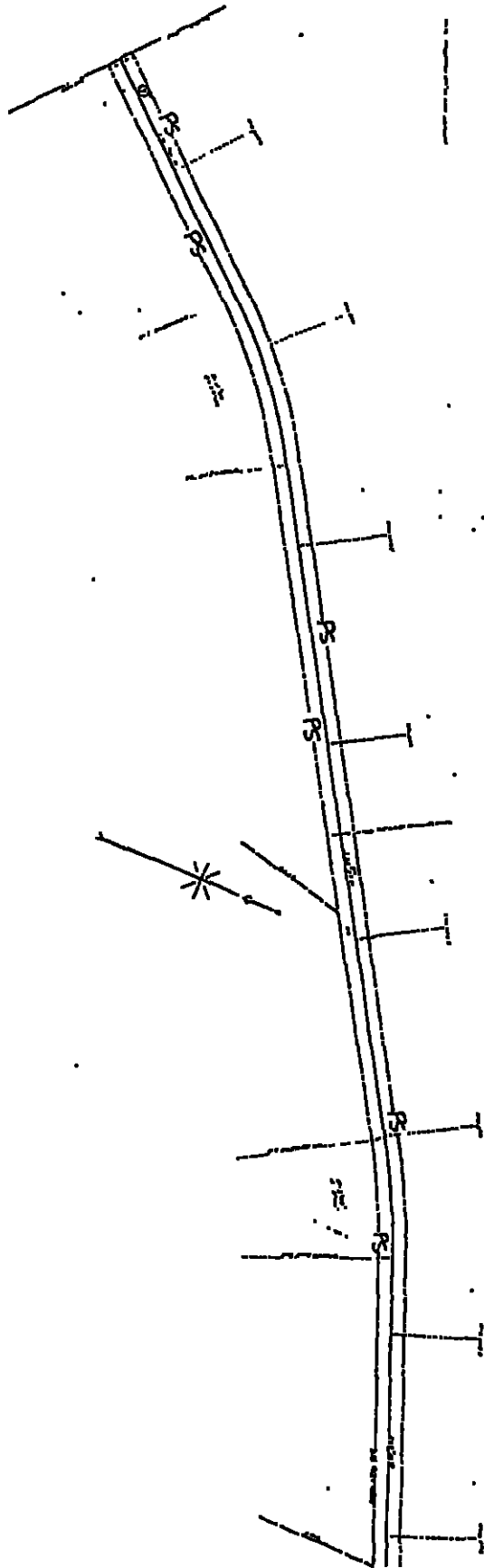
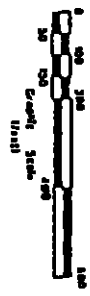


TABLE OF DISTANCES

STATION	TO PREVIOUS STATION	FROM PREVIOUS STATION	TOTAL
0			
1	100.00	100.00	100.00
2	100.00	200.00	200.00
3	100.00	300.00	300.00
4	100.00	400.00	400.00
5	100.00	500.00	500.00
6	100.00	600.00	600.00
7	100.00	700.00	700.00
8	100.00	800.00	800.00
9	100.00	900.00	900.00
10	100.00	1000.00	1000.00



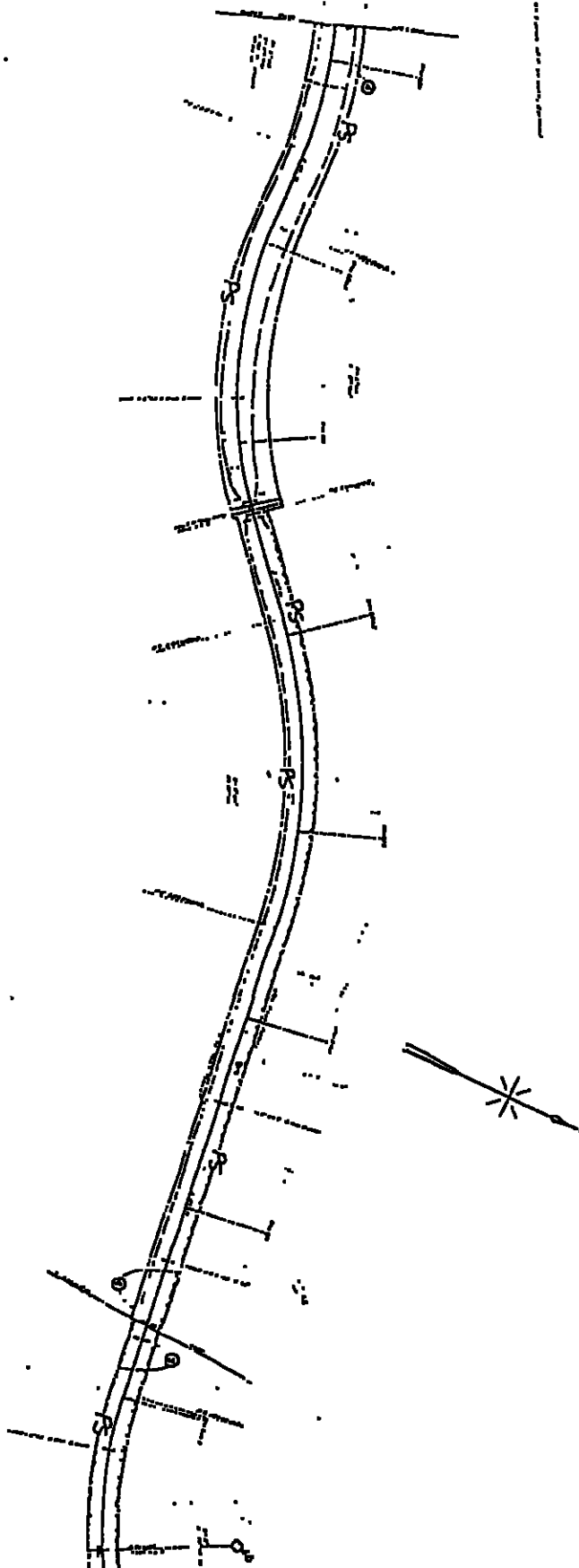
Snow Shoe Trail

17

No. 16

Country	Year	Population	Area	Population Density	Area Density
Algeria	1980	10,000,000	2,381,472	420	0.17
Angola	1980	10,000,000	483,647	207	0.08
Argentina	1980	25,000,000	2,780,400	900	0.33
Australia	1980	15,000,000	7,731,572	195	0.07
Austria	1980	8,000,000	83,858	954	0.36
Brazil	1980	120,000,000	8,511,965	140	0.05
Canada	1980	25,000,000	9,970,610	252	0.09
China	1980	1,000,000,000	9,596,961	105	0.04
France	1980	55,000,000	543,845	1012	0.39
Germany	1980	60,000,000	357,021	1680	0.64
India	1980	750,000,000	3,287,263	228	0.08
Italy	1980	55,000,000	301,330	1825	0.70
Japan	1980	120,000,000	377,975	3175	1.22
Kenya	1980	15,000,000	224,961	667	0.25
Madagascar	1980	10,000,000	587,840	170	0.06
Mexico	1980	80,000,000	1,958,450	408	0.15
Nigeria	1980	100,000,000	371,914	269	0.10
Poland	1980	35,000,000	119,874	292	0.11
Russia	1980	250,000,000	17,098,242	146	0.05
South Africa	1980	25,000,000	1,219,120	205	0.07
Spain	1980	40,000,000	505,992	791	0.30
Sweden	1980	8,000,000	449,964	178	0.06
Switzerland	1980	7,000,000	41,285	1694	0.65
Tanzania	1980	25,000,000	944,307	265	0.10
Thailand	1980	50,000,000	513,120	974	0.37
United Kingdom	1980	55,000,000	244,818	2247	0.87
United States	1980	225,000,000	3,796,726	593	0.22
USSR	1980	250,000,000	22,402,200	111	0.04
Zambia	1980	5,000,000	752,617	664	0.25

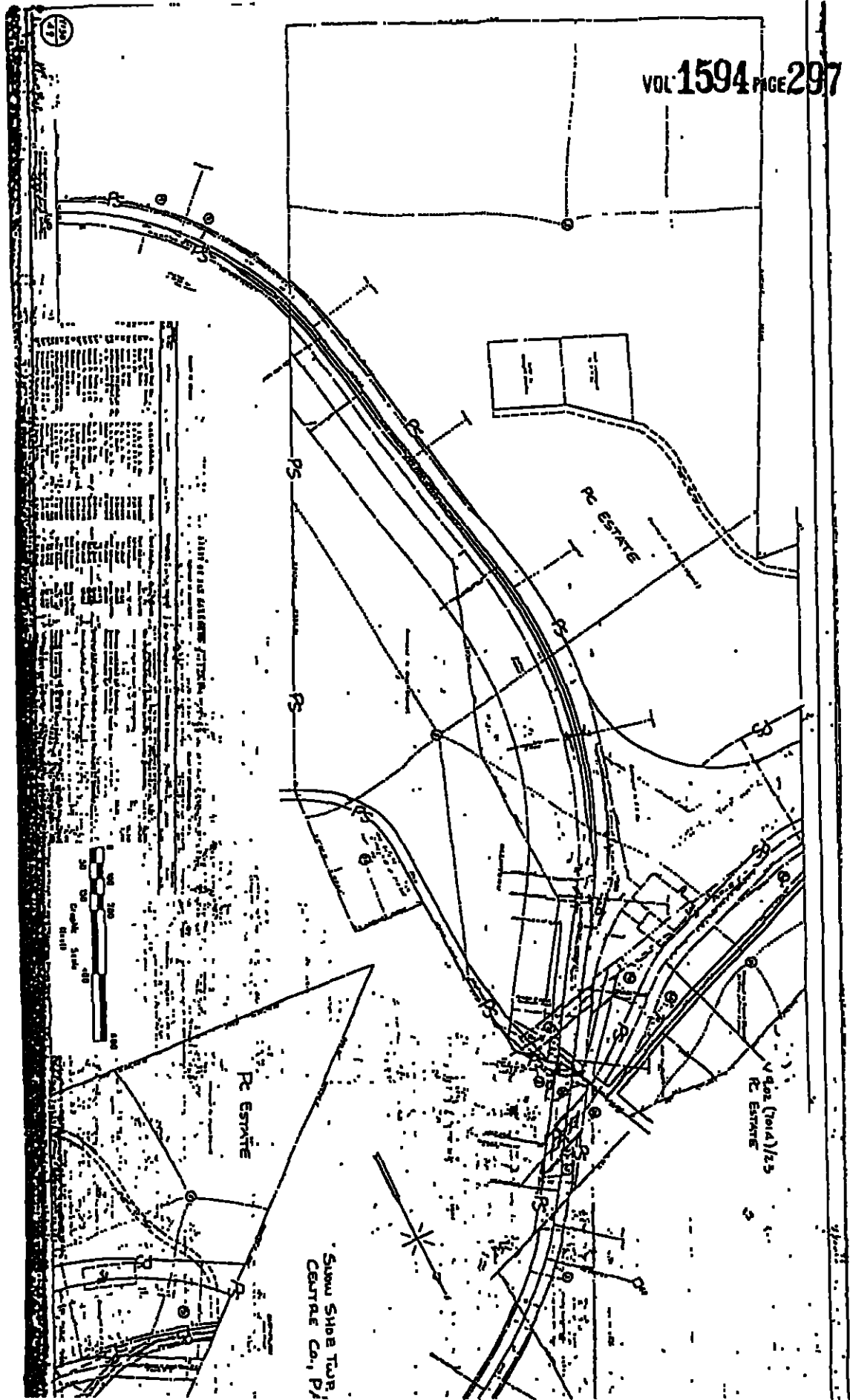
References



Snow Shoe Tur, Centre C



U5-613



100

STATION	DATE	TIME	WIND	TEMP	HUMID	SEA	WAVE	SWELL	CLD	VIS	REF	REMARKS
100												
101												
102												
103												
104												
105												
106												
107												
108												
109												
110												
111												
112												
113												
114												
115												
116												
117												
118												
119												
120												

SNOW SHOE TAIL, CAI

0 100 200 300 400 500 600 700 800 900 1000

Scale Feet

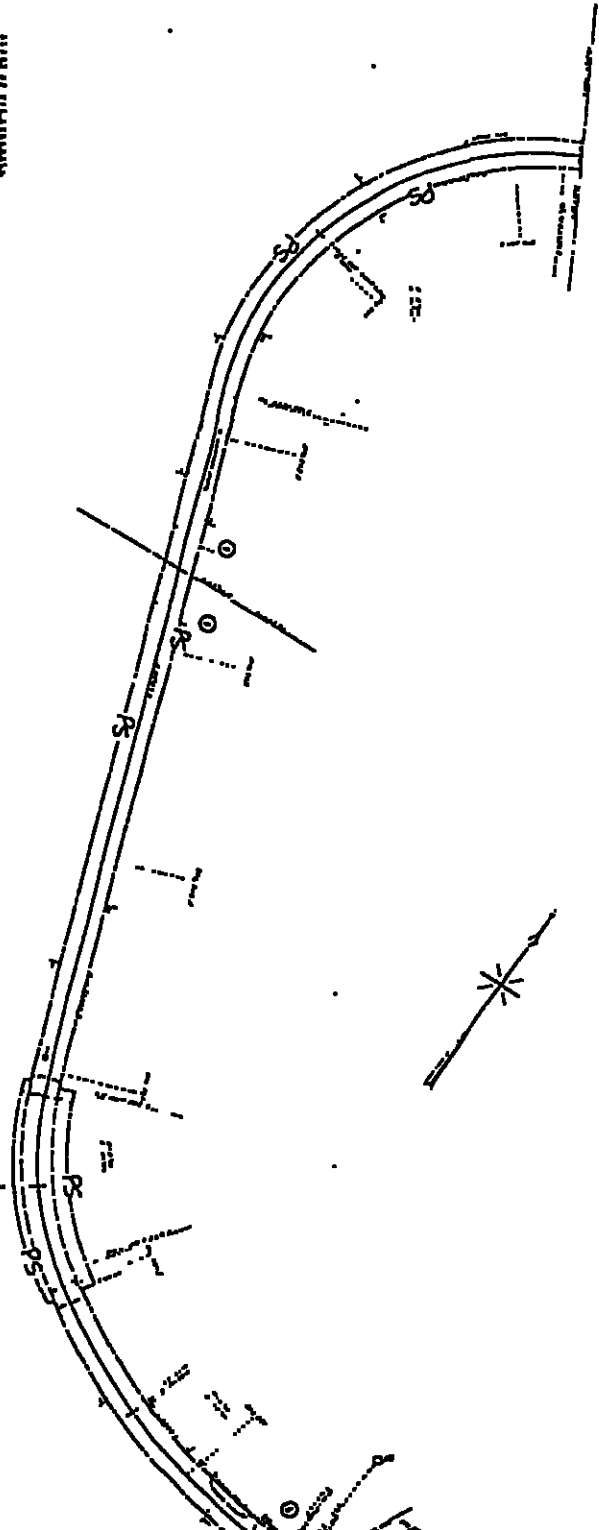
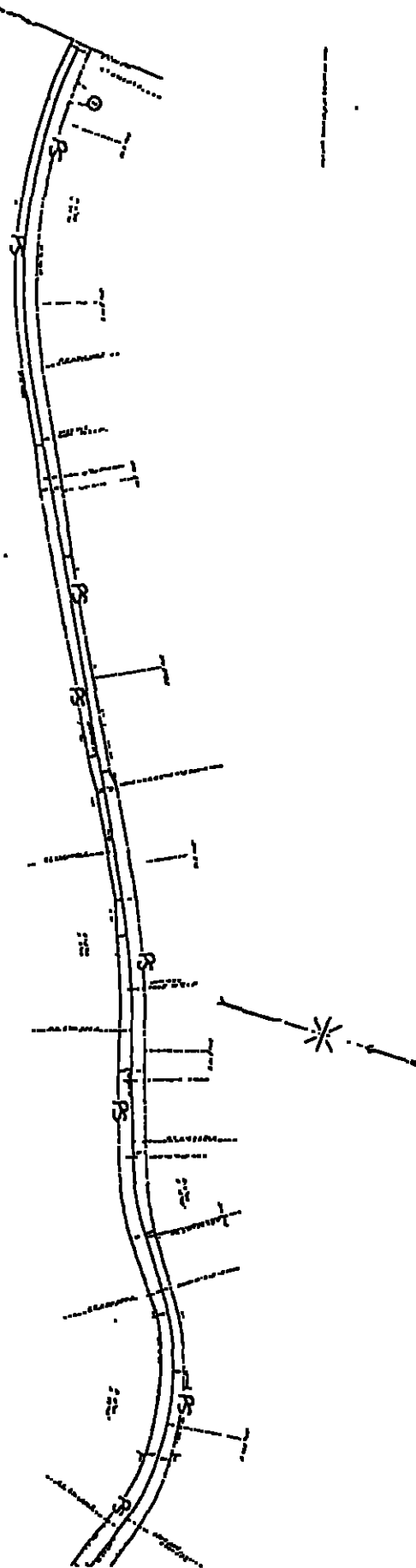
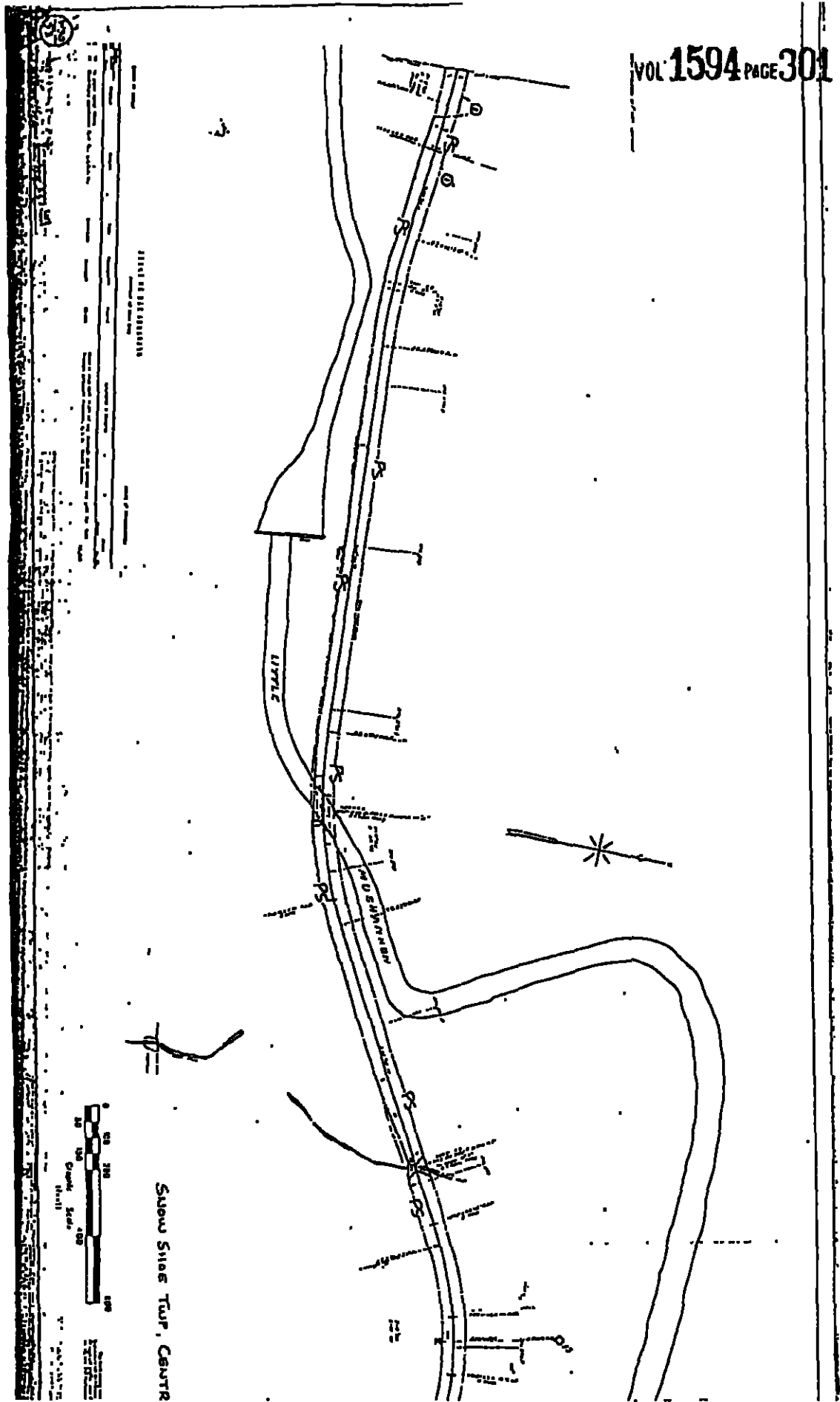
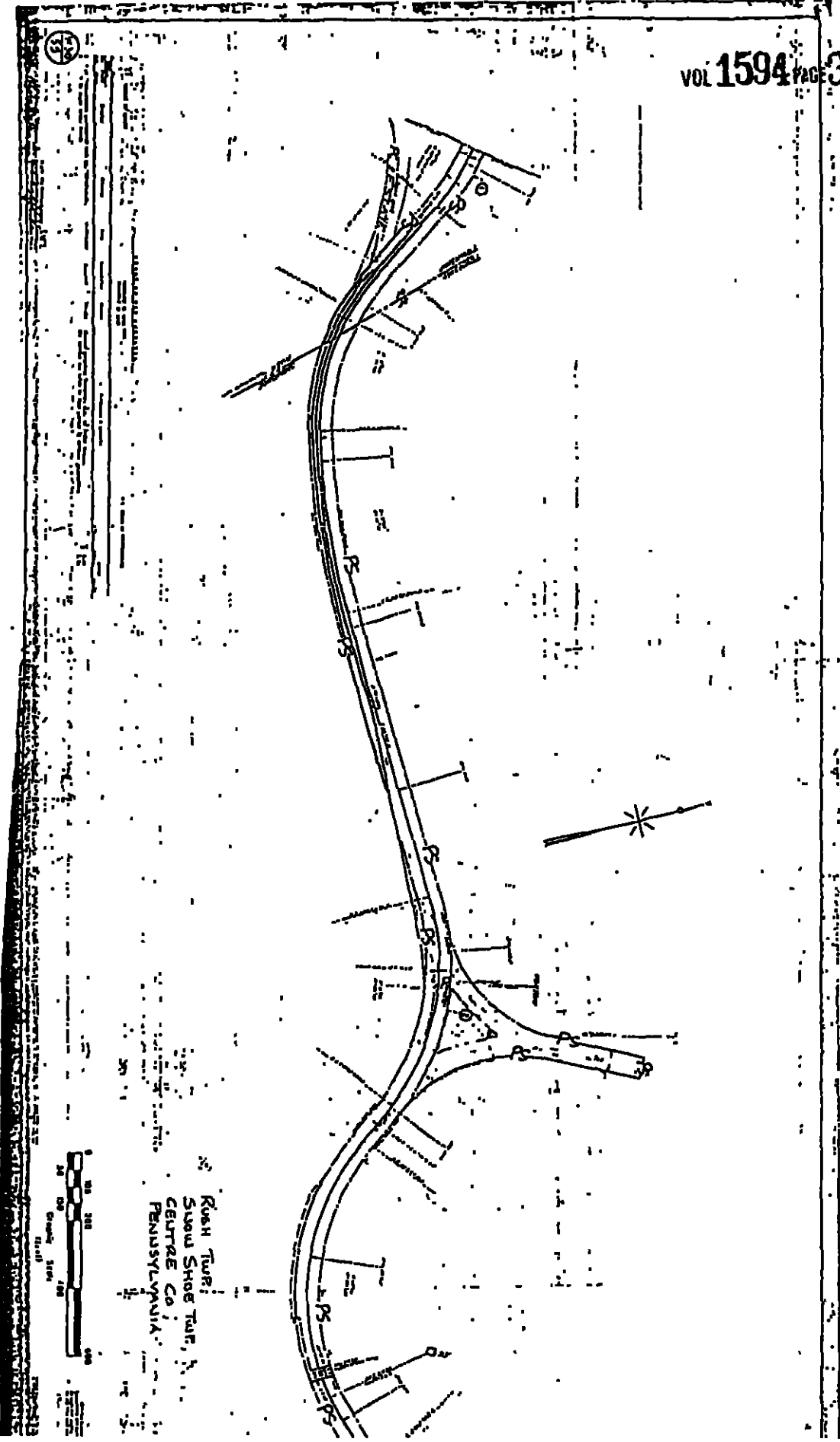


Figure 1 is a schematic diagram of a 1000 ft well. The well is represented as a vertical cylinder with a diameter of 1000 ft. The well is divided into sections labeled 100, 200, 300, 400, 500, 600, 700, 800, 900, and 1000. The sections are labeled 'Expanding' and 'Contracting'.

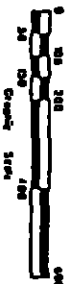
Snow Shoe Twp,







15



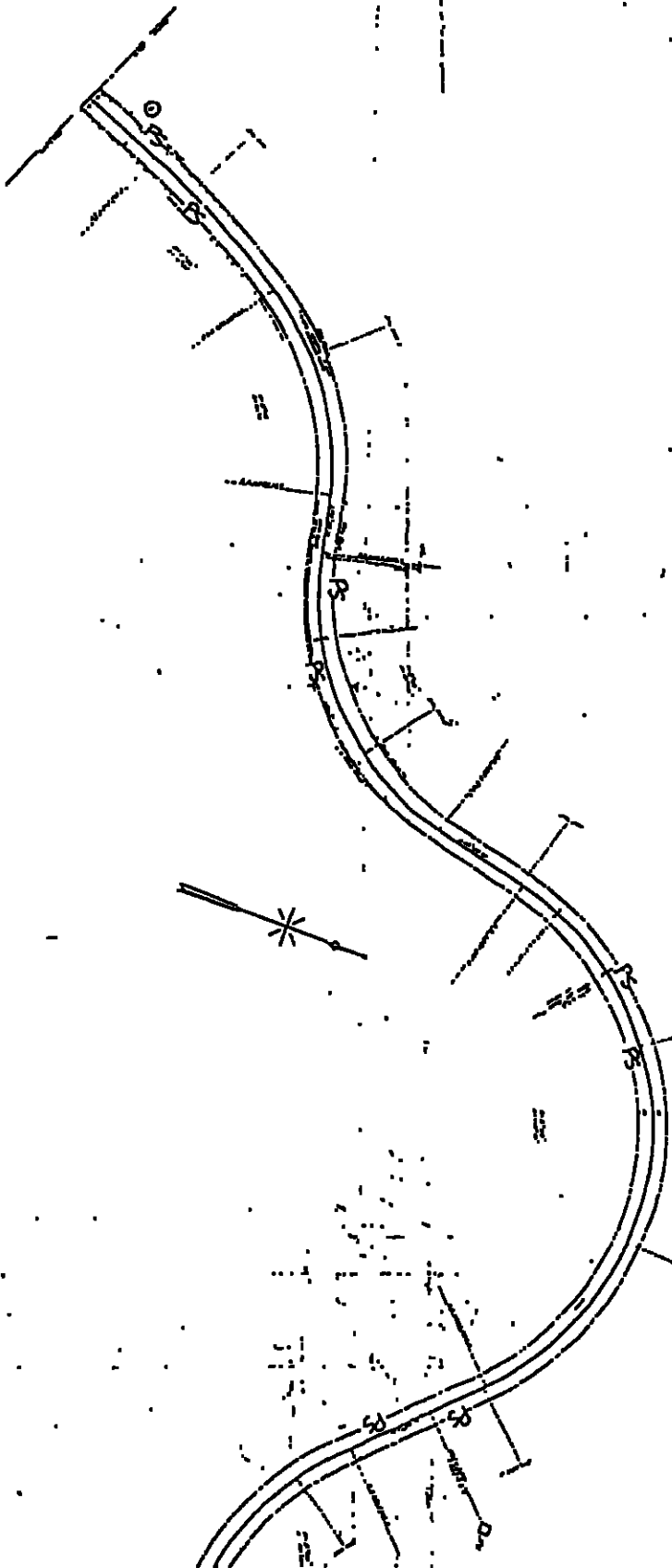
RUEH TWP
SOUTH SHOE TWP
CENTRE CO
PENNSYLVANIA

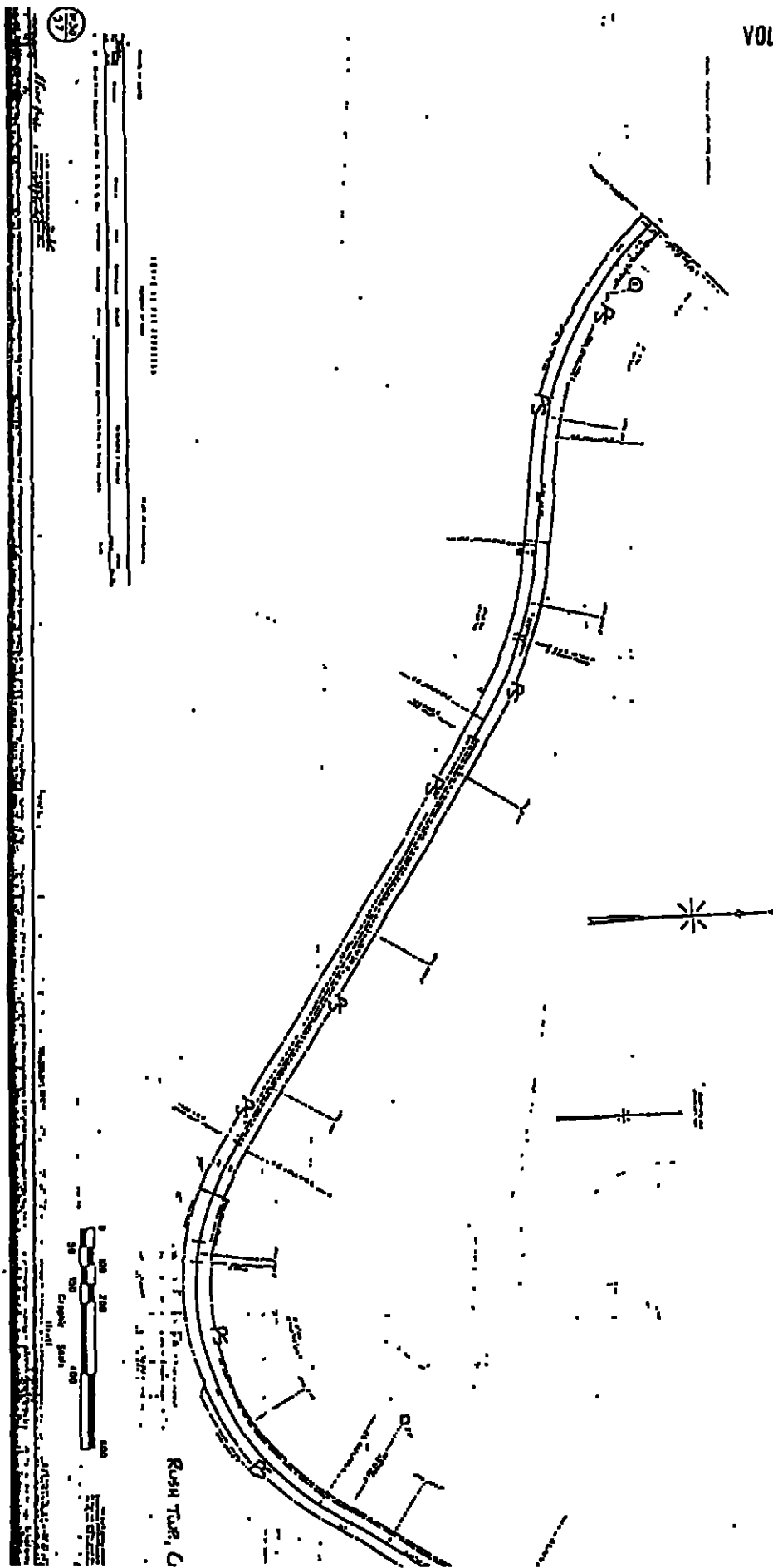
1594

STATION 00 000 000 000



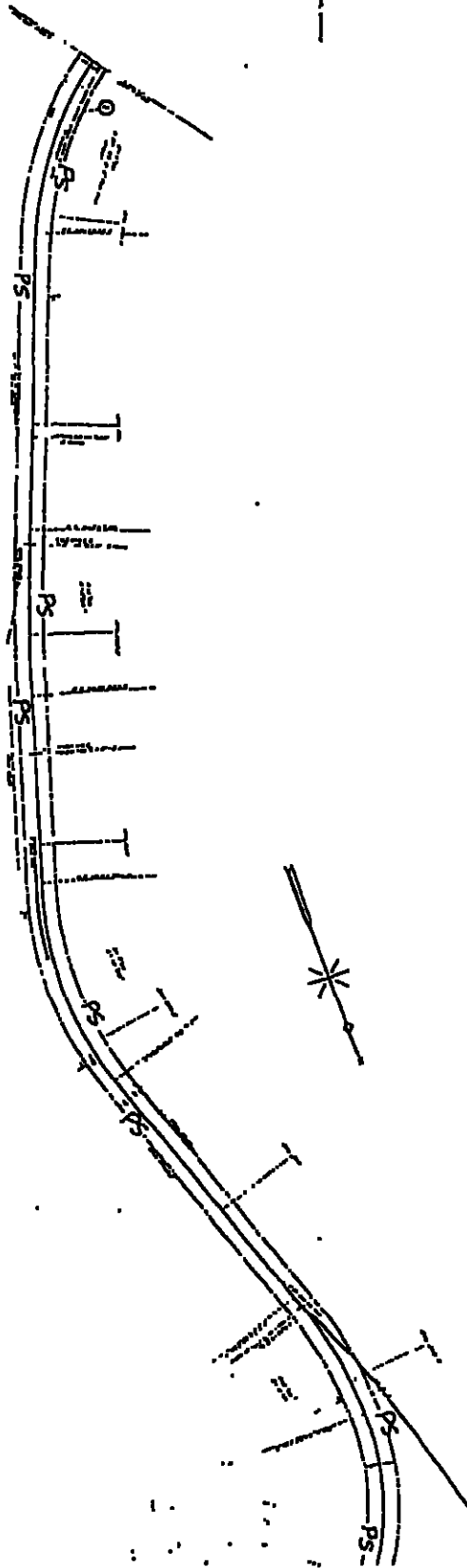
RUSH TWP, CENTRE Co, Pa.





37

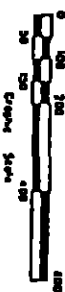
Map of the area around Rush Town, C. The map shows the road and surrounding terrain. The scale bar at the bottom left indicates distances in feet. The north arrow is located near the center of the curve. The text 'RUSH TOWN, C' is visible at the bottom right of the curve.



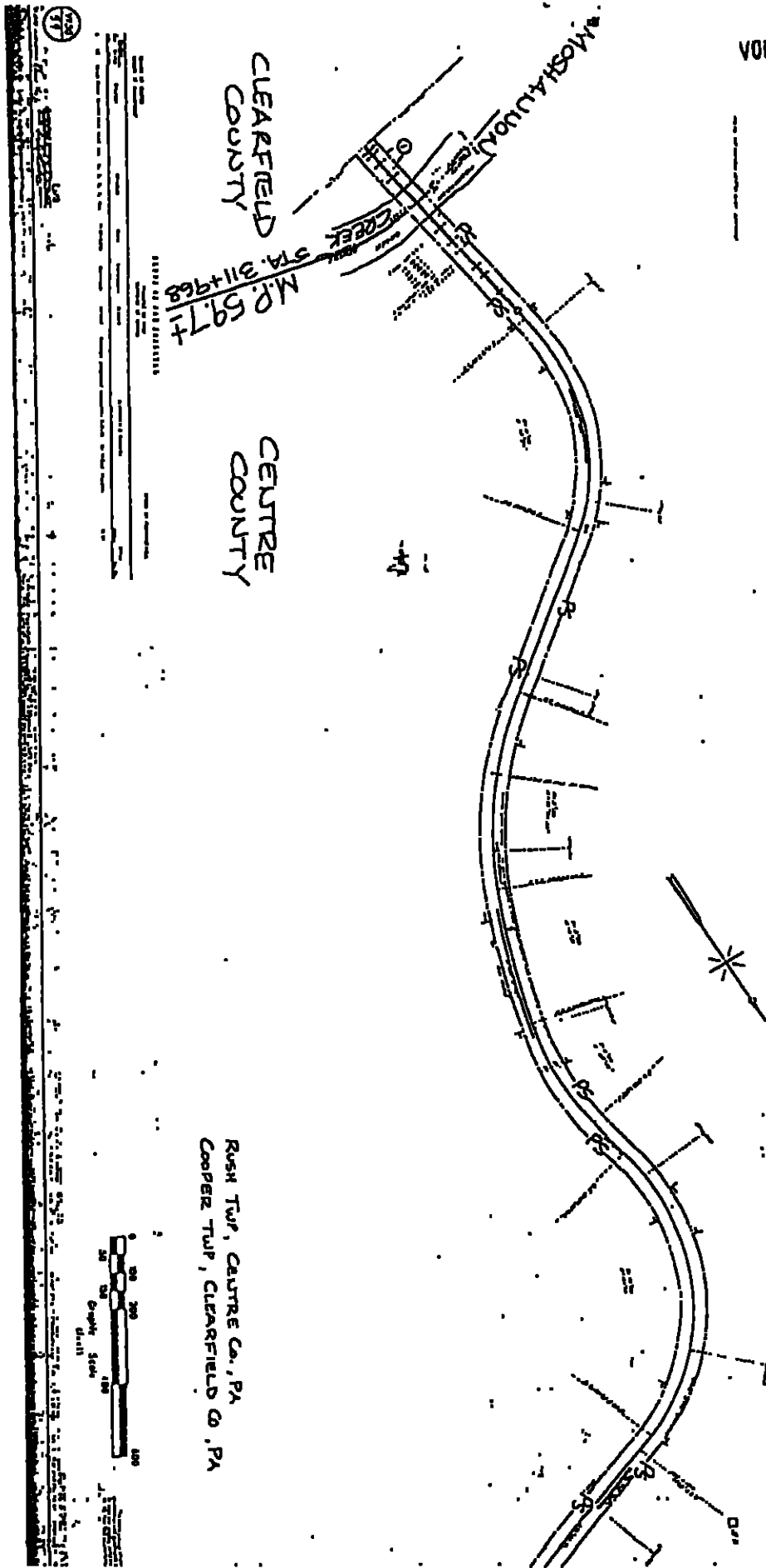
LIST OF TRACKS

Track No.	Name of Track	Length of Track
1
2
3
4
5
6
7
8
9
10

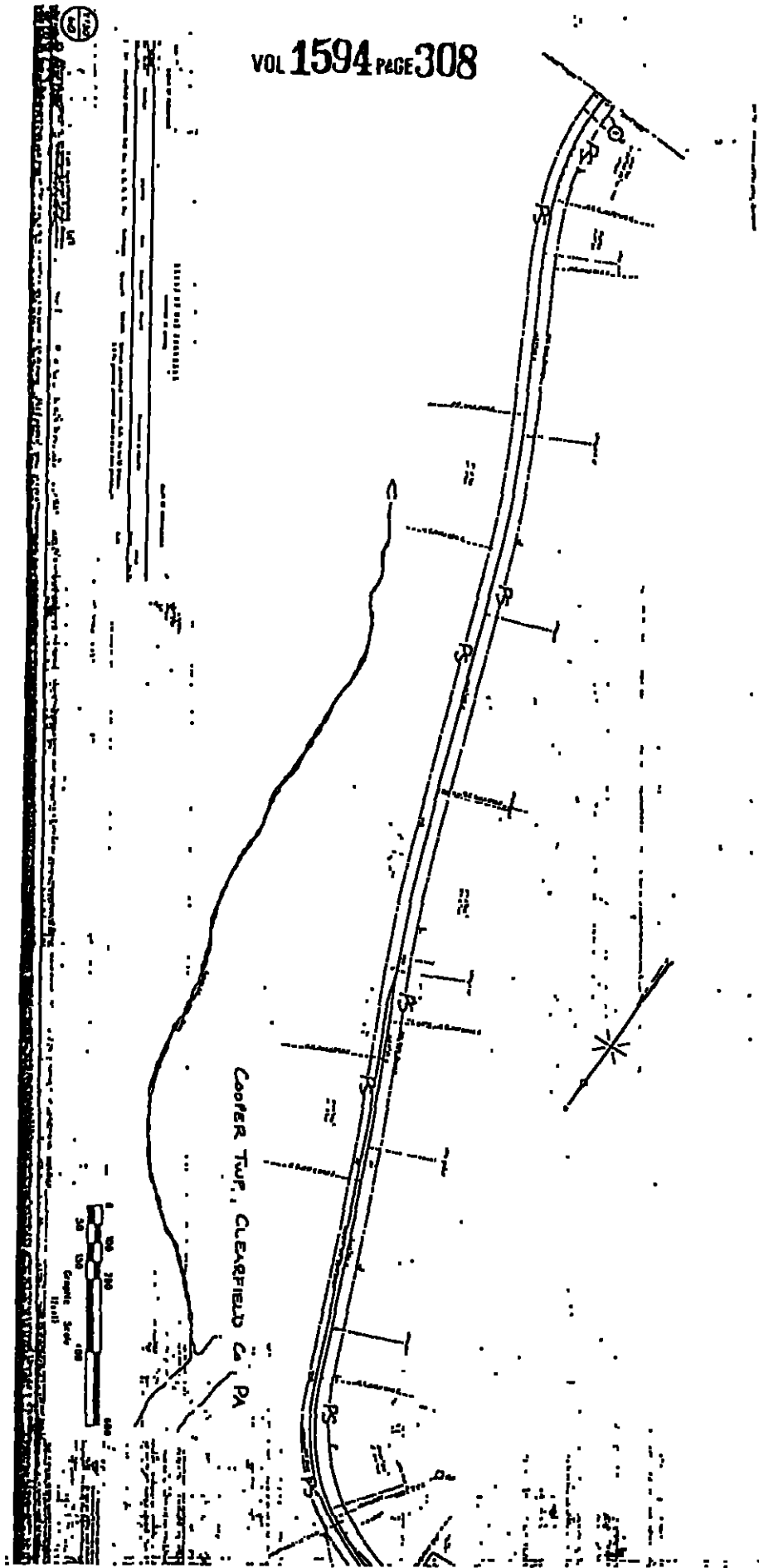
RUSH TWP., CENTRE Co.

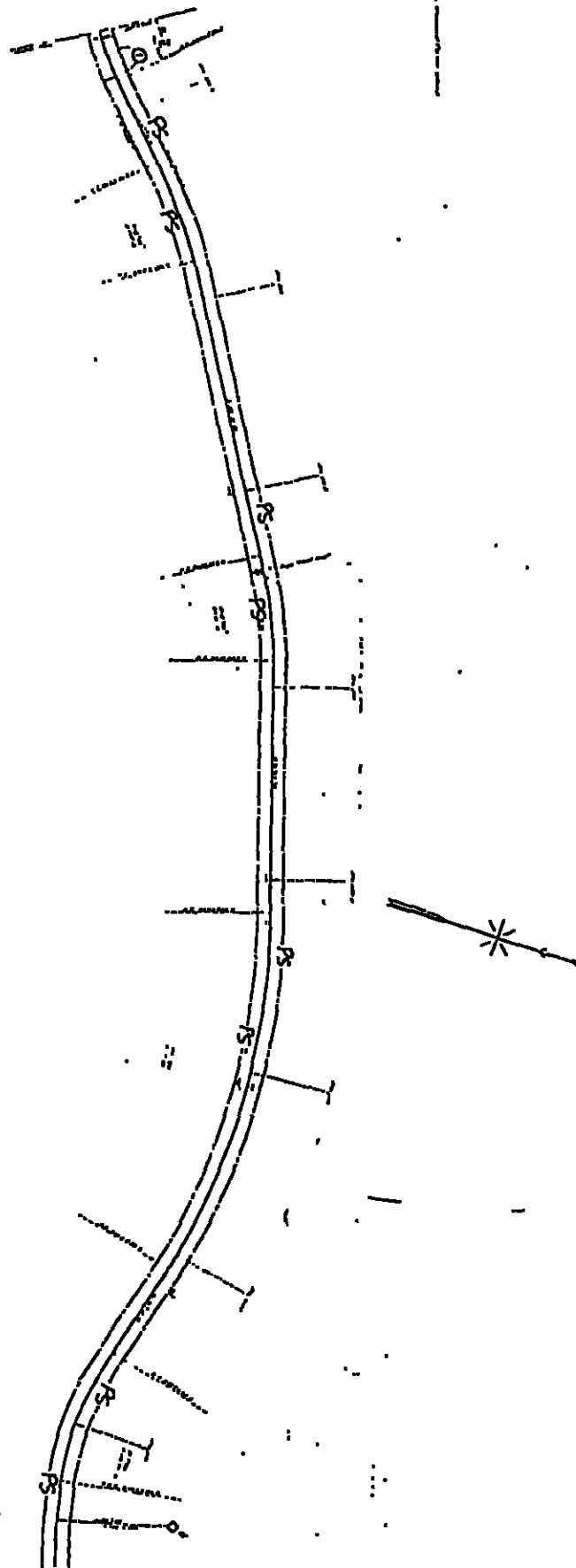


1594



CASE NO:
SHEET



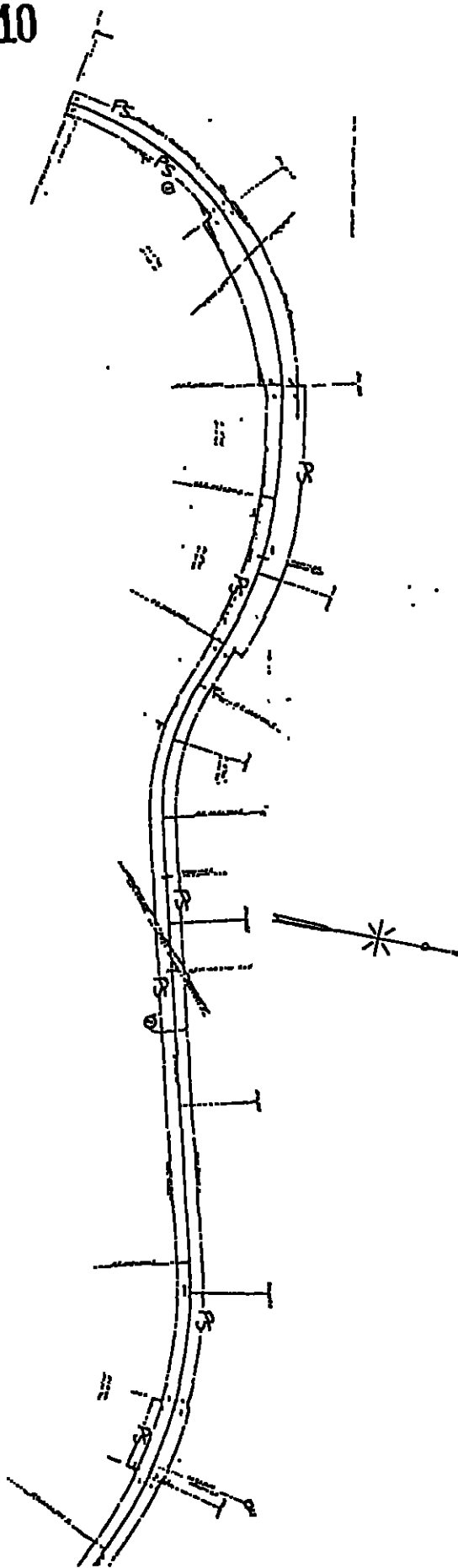


COOPER TWR, CLEARFIELD CO.



11

COOPER TWR, CLEARFIELD CO.

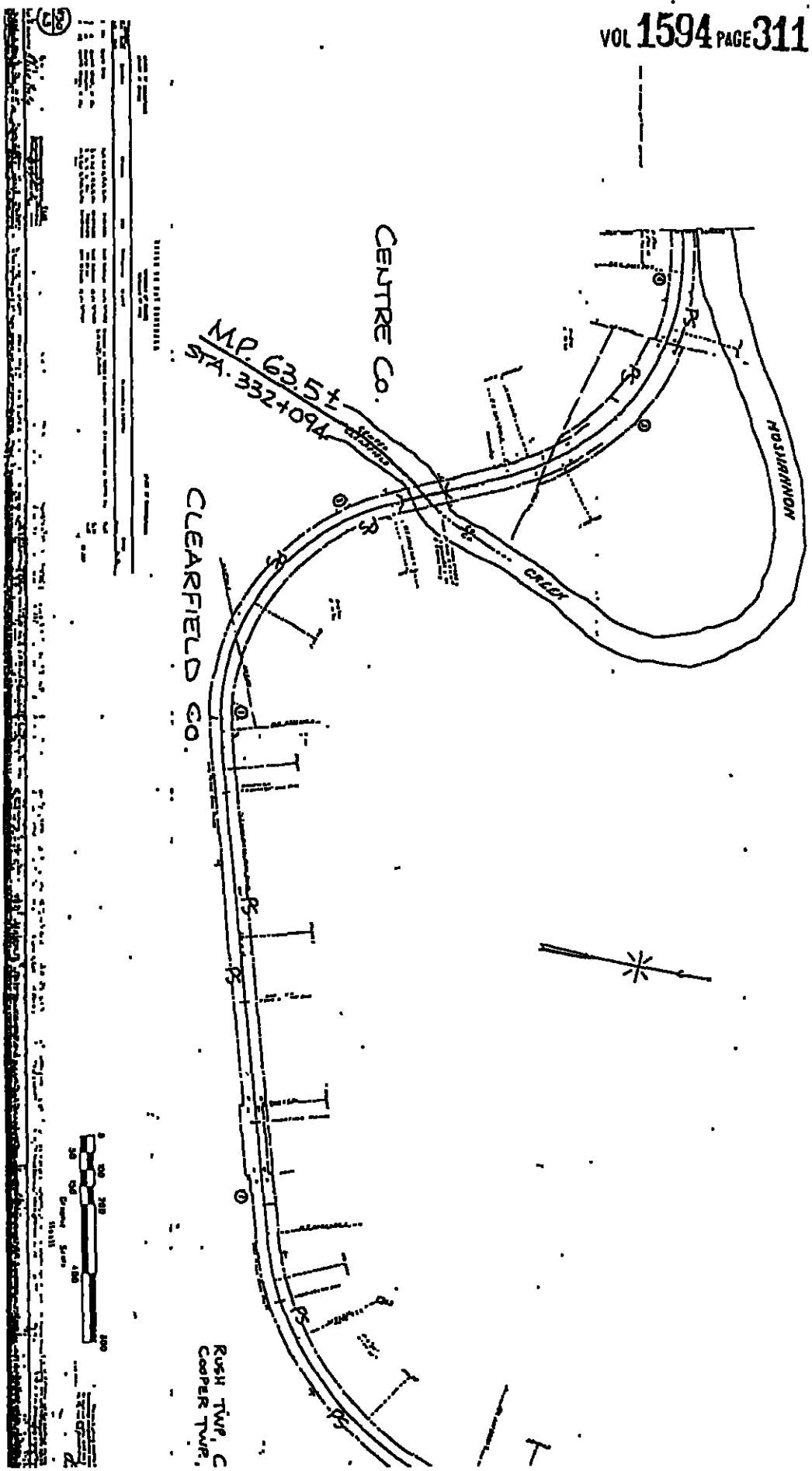


1594

Station	Distance	Remarks
1	0.00	Start of Curve
2	100.00	Point of Tangency
3	200.00	Point of Intersection
4	300.00	Point of Tangency
5	400.00	End of Curve

COOPER TWR, CLEARFIELD Co, PA





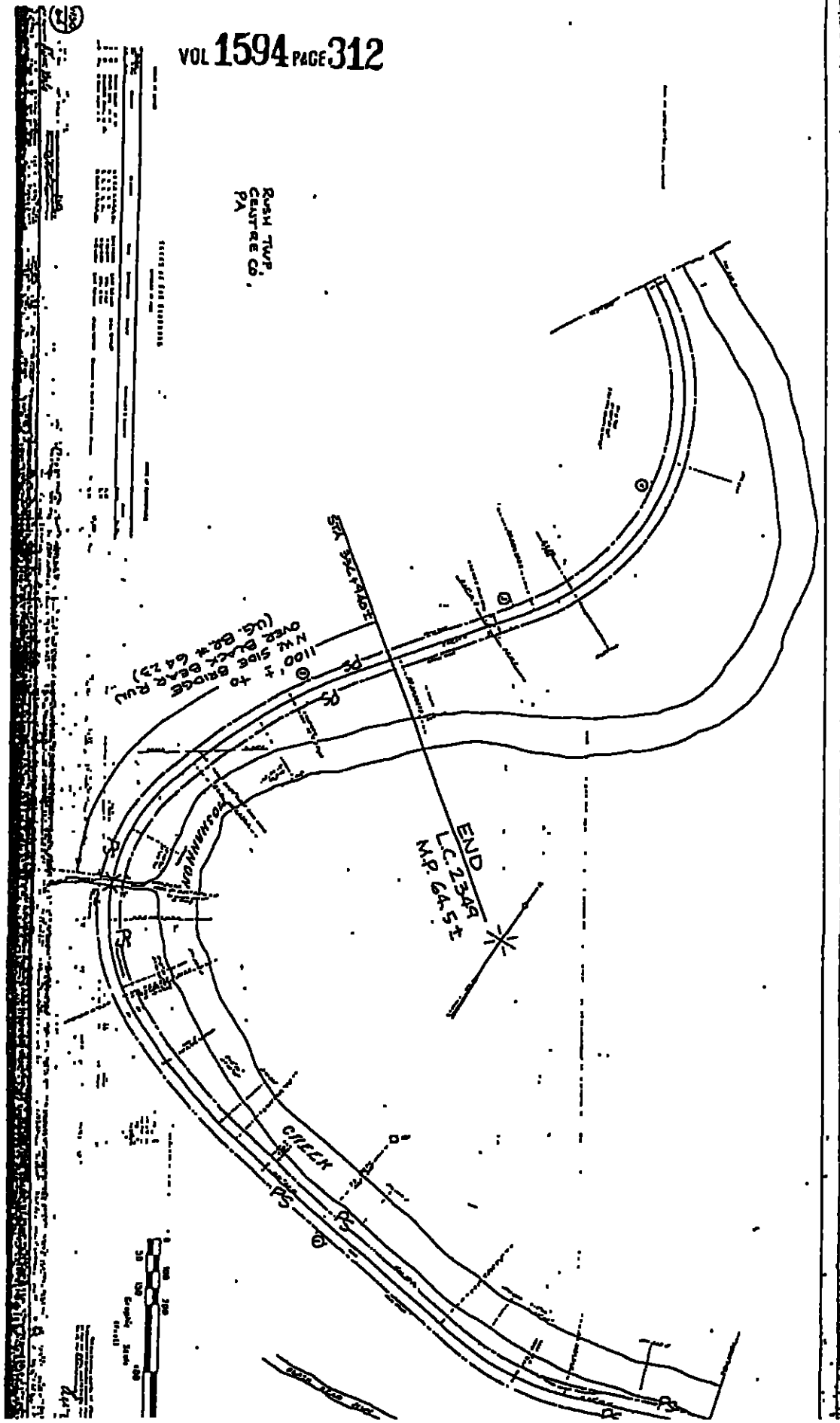
BUSH TWP.
CLATSOP CO.
PA

SECTION OF THE RIVER

1100' ± to BRIDGE
NW SIDE BUCK BEAR RIV
(U.S. GR. 64 23)

END
LC 2344
M.P. 64.5 ±

CREEK



February 1, 1993

Location: Centre County, Snow Shoe Township, Snow Shoe Borough, PA;
 Clearfield County, Cooper Township, PA. Proposed Sale of
 Snow Shoe I.T. NERSA III-Sub No. 10M4

The Honorable Howard Yerusalm
 Secretary of Transportation
 Pennsylvania Department of Transportation
 1200 Transportation & Safety Building
 Harrisburg, Pennsylvania 17120

CERTIFIED MAIL
 No. P 264 503 025

The Honorable Arthur A. Davis
 Secretary DFR
 Penna. Department of Environmental Resources
 9th Floor, Fulton Building
 Harrisburg, Pennsylvania 17120

CERTIFIED MAIL
 No. P 264 503 026

The Honorable Edward Miller
 Executive Director
 Pennsylvania Fish Commission
 PO Box 1673
 Harrisburg, Pennsylvania 17105-1673

CERTIFIED MAIL
 No. P 264 503 027

The Honorable Peter Duncan
 Executive Director
 Pennsylvania Game Commission
 2001 Elmerton Avenue
 Harrisburg, Pennsylvania 17110-8787

CERTIFIED MAIL
 No. P 264 503 028

J. M. Cingle, Chairman
 Snow Shoe Township
 P. O. Box 57
 Clarence, PA 16829

CERTIFIED MAIL
 No. P 264 503 029

J. T. Taylor, Chairman
 Centre County
 Commissioners Off., Courthouse
 Bellefonte, PA 16823

CERTIFIED MAIL
 No. P 264 503 030

The Honorable Boyd Paul
 Mayor - Snow Shoe Borough
 Box 47
 Snow Shoe, PA 16874

CERTIFIED MAIL
 No. P 264 503 031

Wm M. Wise, Chairman
 Clearfield County
 Courthouse, 1 N. Second St
 Clearfield, PA 16830

CERTIFIED MAIL
 No. P 264 503 032

J. T. Yatchik, Chairman
 Cooper Township
 P. O. Box 626
 Drifting, PA 16834

CERTIFIED MAIL
 No. P 264 503 033

To Whom it May Concern.

Pursuant to Pennsylvania Public Utilities-Disposition of Real Property Act No. 151 of 1990, Article 2709, Subsection (a), of the Public Utility Code, this is your notice that Consolidated Rail Corporation (Conrail) intends to sell the certain Snow Shoe I. T., approximate length 19.0 Miles +/-, situate in Centre County, Snow Shoe Township, Snow Shoe Borough, PA & Clearfield County, Cooper Township, PA.

Pursuant to Subsection (b) (1), you have 60 days from the receipt of this notice to make an offer to purchase the aforesaid property. If you decide to make an offer to purchase the aforesaid property, such offer should be submitted in writing to:

Regional Manager-Real Estate
 Consolidated Rail Corporation
 Corporate Park - Suite 340
 1000 Howard Boulevard
 Mt Laurel, New Jersey 08054

Your offer, should you decide to make one, shall be subject to Subsection (b) (2) of said act. If Conrail decides to accept your offer, such offer shall be subject to your execution of Conrail's Conditional Agreement of Sale

Very truly yours,

Lucie N. Yachik

CLEARFIELD COUNTY

6

QUITCLAIM DEED
COPY



R 02112-0547 Oct 29, 2012
HEADWATERS CHARITABLE TRUST
SNOW SHOE RAILS TO TRAILS ASSOCIATION
10-29-2012
12 40 04
DN 30 PGS. RECORDER OF DEEDS

THIS INDENTURE, made the 24 day of October, 2012,

BETWEEN

HEADWATERS CHARITABLE TRUST, a Pennsylvania charitable trust, having a mailing address of 109 N Brady Street, DuBois, Pennsylvania 15801 (hereinafter "Grantor"),

AND

SNOW SHOE RAILS TO TRAILS ASSOCIATION, a Pennsylvania non-profit corporation, having a mailing address of P.O. Box 314, Clarence, Pennsylvania 16829 (hereinafter "Grantee")

WITNESSETH: That Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto it well and truly paid by Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor has remised, released and quitclaimed and by these presents does remise, release and quitclaim unto Grantee, its successors and assigns, all right, title and interest of Grantor of, in and to the following described Premises

ALL THAT CERTAIN property of the Grantor, together with all bridges, tunnels and their appurtenances thereon, being a portion of the line of railroad known as Snow Shoe Industrial Track, situate in Centre and Clearfield Counties, Pennsylvania and

EXHIBIT C

described in Exhibit "A" and generally indicated in the map labeled as Exhibit "B" hereof, hereinafter referred to as 'Premises,'

UNDER and SUBJECT, however, to (1) the right of R. J. Corman Railroad Company/Pennsylvania Lines ("RJC"), or its successor, to restore rail service over the westernmost 9.3 mile segment of the Premises, from milepost 64.5 (Conrail milepost 22.56 near Winburn, Pennsylvania, to milepost 55.2, near Gorton, Pennsylvania (the "Corman Segment"), pursuant to the May 21, 2012 decision of the United States Surface Transportation Board (the "STB") at STB Docket No. AB 167 (Sub-No. 1004N) vacating Grantor's Certificate of Interim Trail Uses ("CITU") as to the Corman Segment and restoring the right of RJC to operate over that segment; (2) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (3) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (4) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

EXCEPTING AND RESERVING any and all oil, gas, coal and subsurface minerals under the said Premises and all timber on the premises, the right to extract or remove the same by commercially reasonable means and the right to transport oil, gas, water, electric, telecommunications signals, timber and any and all other products or minerals, whether extracted or produced from this property or from any other property, by subsurface or surface piping or transmission lines or any other commercially

reasonable means, and Grantor's continuing right to utilize the rails to trails surface system to access Grantor's adjoining properties for any reason, and/or for the transport of products or services to or from Grantor's adjoining properties

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the Commonwealth of Pennsylvania now or hereafter in force with the respect to the covenants set forth below.

(1) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land now or formerly of Consolidated Rail Corporation ("Conrail") nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor and its predecessors from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the

active or passive effects or existence of any physical structure on or under the Premises or any physical substance of any nature or character, on, under, or in the land, water, air structures, fixtures, or personal property comprising the Premises, from and after the date of delivery of this deed.

(3) No right or means of ingress, egress or passageway to or from the Premises is hereby granted, expressly or by implication, and Grantor shall not be liable or obligated to provide or obtain for Grantee any such means of ingress, egress or passageway

(4) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against Grantor

(5) Grantee by the acceptance of this Instrument, does hereby accept all existing and prospective responsibility that could otherwise be imposed on Grantor for removal and/or restoration costs for any and all railroad bridges, tunnels and their appurtenances that may be located on the Premises conveyed to the said Grantee; including any obligation and/or responsibility as may have been or may hereafter be imposed on Grantor by any Public Utility Commission or any other governmental agency having jurisdiction for any and all bridge structures and tunnels and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency; and Grantee further agrees to indemnify, defend and hold Grantor harmless against all costs, penalties,

expenses, obligations, responsibility and requirements associated with said bridge structures, tunnels and their appurtenances incurred after the date hereof

TOGETHER with all and singular the improvements, tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor as well at law as in equity or otherwise howsoever, of, in and to the same and every part thereof, EXCEPTING and RESERVING and UNDER and SUBJECT and provided as aforesaid

TO HAVE AND TO HOLD all and singular the said Premises, together with the improvements and appurtenances, unto the Grantee, its successors and assigns forever, EXCEPTING and RESERVING and UNDER and SUBJECT and provided as aforesaid.

NOTICE - "THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT." THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF SEPTEMBER 10, 1965, P.L. 505, No 255 (52 P.S. 1551).

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all

times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be signed in its name and behalf by its duly authorized representative the day and year first above written.

WITNESS

James M. Dull

Headwaters Charitable Trust

By: [Signature]
Chair, Board of Trustees

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS.

James L. Verost

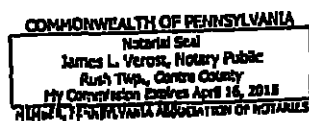
Commonwealth of Pennsylvania

County of Centre

Snow Shoe Rails to Trails Association

By: [Signature]
Title: President SRTA

Sworn to and subscribed before me
this 26 day of OCT, 2014

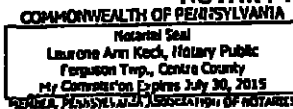


COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF - Centre)

On this 24 day of October, A.D. 2012, before me, a
NOTARY PUBLIC, personally appeared J. Alan Stewart who, being duly
sworn according to law, stated that he/she is Chair, Board of Trustees of
HEADWATERS CHARITABLE TRUST, a Pennsylvania charitable trust and, being
duly authorized to do so, executed the foregoing instrument for the purposes therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Laurene Ann Keck
NOTARY PUBLIC



CERTIFICATE OF RESIDENCE Commonwealth of Pennsylvania

I HEREBY CERTIFY that the
Correct address of the within-
named Grantee is

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
James L. Verost, Notary Public
Rush Twp., Centre County
My Commission Expires April 16, 2015
PENNSYLVANIA ASSOCIATION OF NOTARIES

County of Centre

SNOWSHOE RATS TO TRAILS
P.O. Box 314
CLARENCE PA 16824

James L. Verost

Sworn to and subscribed before me
this 26 day of OCT, 2012

Trilly E. Mayes

THIS INSTRUMENT PREPARED BY:

Thomson, Rhodes & Cowie, P.C.
Two Chatham Center, Suite 1010
Pittsburgh, PA 15219-3499


	C.C.B.O.A.	PL 810 CAS
	Registry	10/29/12
	2-11/300	
Uniform Parcel Identifier		

EXHIBIT "A"

to

Deed from Headwaters Charitable Trust to Snow Shoe Rails to Trails Association

Properly in Centre County, Pennsylvania


Snow Shoe Industrial Trunk Line Code 2349


ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the Penn Central Snow Shoe Branch (a.k.a. Snow Shoe Industrial Trunk), and identified as Line Code 2349 in the Recorder's Office of Centre County, Pennsylvania in Book 382 at page 1089, situate in the County of Centre, Commonwealth of Pennsylvania, all as indicated on Consolidated Rail Corporation's Case Plan No 70829, sheets 1 through 15 of and sheet 20 of 20, dated July 28, 1993, which are attached hereto and made a part hereof, herein referred to as Premises being further described as follows:

(1) BEGINNING at Railroad Station 236+789, being approximately Railroad Mile Post 45.5 in the Township of Snow Shoe, being a lateral cut line drawn at right angles to the railroad centerline, 2,720 feet east of a highway crossing near Snow Shoe Station, as identified in the Recorder's Office of Centre County Pennsylvania in Book 382 at page 1092, and as indicated on sheet 1 of 20 of Exhibit "B"; thence extending in a general southwesterly direction to Railroad Station 311+968, being approximately Railroad Mile Post 59.7 in the Township of Rush, also being the County Line, the County of Centre on the north and the County of Clearfield on the south, as indicated on sheet 15 of 20 of Exhibit "B", thence

(2) EXTENDING from Railroad Station 332+094, being approximately Railroad Mile Post 63.5, also being the County Line, the County of Clearfield on the east and the County of Centre on the west, as indicated on sheet 19 of 20 of Exhibit "B"; thence continuing in a general northwesterly direction to approximately Railroad Station 336+940, being approximately Railroad Mile Post 64.5, also being 1,100 feet, more or less, west of the northwest side of the bridge over Black Bear Run, the place of ENDING, all in the Township of Rush, as indicated on sheet 20 of 20 of Exhibit "B"

BEING a part or portion of the same premises which George W. Betz, Jr., as Trustee of the Property of Beech Creek Railroad Company, Debtor, by Conveyance Document No. BEC-CRC-RP-1, dated March 29, 1976 and recorded on November 17, 1978, in the Recorder's Office of Centre County, Pennsylvania, in Deed Book No. 382 at page 1084, granted and conveyed unto Consolidated Rail Corporation; and

	C.C.B.O.A.	PL 810 CAS
	Registry	10/29/12
	5-4/100	
Uniform Parcel Identifier		

	C.C.B.O.A.	PL 810 CAS
	Registry	10/29/12
	5-6/100	
Uniform Parcel Identifier		

BEING the same premises which Consolidated Rail Corporation, by deed dated September 24, 1993 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 1594, page 286, and in the Office of the Recorder of Deeds of Centre County at Deed Book Volume 751, page 149, granted and conveyed unto Headwaters Charitable Trust, Grantor herein.

Property in Clearfield County, Pennsylvania

Snow Shoe Industrial Track, Line Code 2349

ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the Penn Central Snow Shoe Branch (a.k.a. Snow Shoe Industrial Track), and identified as Line Code 2349 in the Recorder's Office of Clearfield County, Pennsylvania in Volume 772 at page 404, situate in the County of Clearfield, Commonwealth of Pennsylvania, all as indicated on Grantor's Case Plan No. 70829, sheet 15 through 19 of 20, dated July 28, 1993, which are attached hereto and made a part hereof; herein referred to as Premises being further described as follows.

EXTENDING from Railroad Station 311+968, being approximately Railroad Mile Post 59.7, also being the County Line, the County of Centre on the north and the County of Clearfield on the south, as indicated on sheet 15 of 20 of Exhibit "B", thence continuing in a general southwesterly direction to Railroad Station 332+094, being approximately Railroad Mile Post 63.5, also being the County Line, the County of Clearfield on the east and the County of Centre on the west, all in the Township of Cooper, as indicated on sheet 19 of 20 of Exhibit "B".

BEING a part or portion of the same premises which George W. Betz, Jr., as Trustee of the Property of Beech Creek Railroad Company, Debtor, by Conveyance Document No. BEC-CRC-RP-1, dated March 29, 1976 and recorded on November 17, 1978, in the Recorder's Office of Centre County, Pennsylvania, in Deed Book No. 382 at page 1084, granted and conveyed unto Consolidated Rail Corporation; and

BEING the same premises which Consolidated Rail Corporation, by deed dated September 24, 1993 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 1594, page 286, and in the Office of the Recorder of Deeds of Centre County at Deed Book Volume 751, page 149, granted and conveyed unto Headwaters Charitable Trust, Grantor herein.

This is a transfer to a conservancy which possesses a tax-exempt status pursuant to section 501 (c) (3) of the Internal Revenue Code of 1954 and which has as its primary

purpose preservation of land for historic, recreational and/or scenic opportunities, and is thereby exempt from realty transfer tax pursuant to 72 P.S. §8102-C.3, (18).

The property which is described herein is subject to the imposition by the Interstate Commerce Commission (ICC) of interim trail use condition (rail banking) by the ICC's Decision and Certificate dated February 15, 1990 to ICC Docket No. AB-167 (Sub. No. 1004N) and the ICC's Decision and Notice dated November 2, 1993 to ICC Docket No. AB-167 (Sub. No. 1004N)

STATEMENT OF WILLINGNESS TO ASSUME FINANCIAL RESPONSIBILITY

In order to establish interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29 with respect to the right-of-way owned by Consolidated Rail Corporation, or its successor, and operated by Consolidated Rail Corporation, or its successor, Snow Shoe Rails-to-Trails Association, Interim Trail Sponsor, is willing to assume full responsibility for: (1) Managing the right-of-way, (2) any legal liability arising out of the transfer or use of the right-of-way (unless the sponsor is immune from liability, in which case it need only indemnify the railroad against any potential liability), and (3) the payment of any and all taxes that may be levied or assessed against the right of way. The property, known as the easternmost segment of the Snow Shoe Industrial Track, extends from railroad milepost 55.2 to railroad milepost 45.5, near Gillentown, a distance of 9.7 miles in Clearfield County, Pennsylvania. The right-of-way is part of a line of railroad proposed for abandonment in Docket No. STB AB 167 (Sub-No 1004N). A map of the property depicting the right-of-way is attached.

Snow Shoe Rails-to-Trails Association, Interim Trail Sponsor, acknowledges that use of the right-of-way is subject to the sponsor's continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service. A copy of this statement is being served on the railroad(s) on the same date it is being served on the Board.

WITNESS:

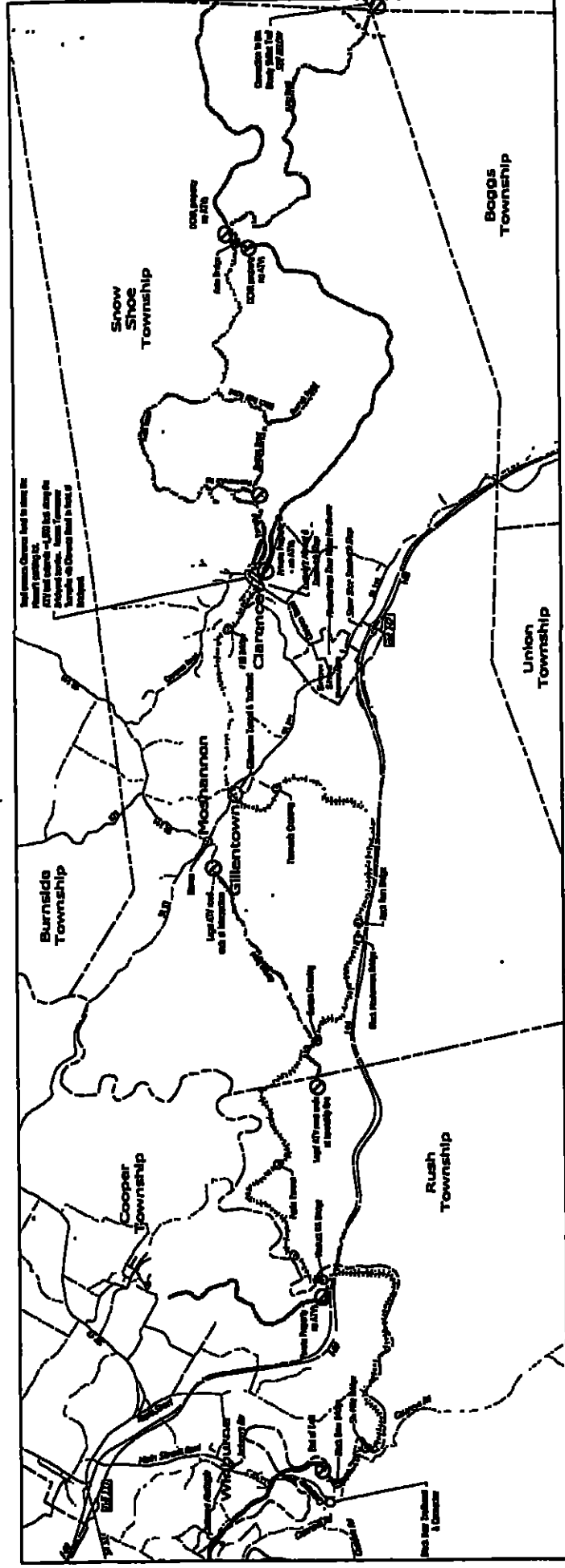
Snow Shoe Rails-to-Trails Association

George J. Helt

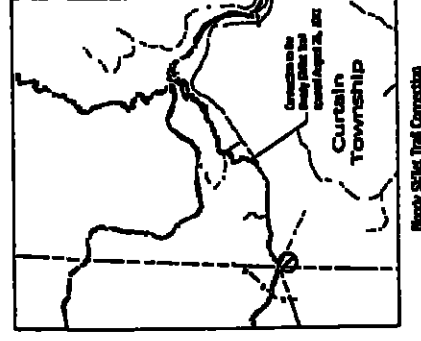
By Philip C. Mays
President

EXHIBIT "D"

SNOW SHOE RAILS TO TRAILS ASSOCIATION



No.	Year	Length in feet	Legal loads
1-25	1940-1949	10	10,000 lbs.
1-40	1950-1959	10	10,000 lbs.
1-45	1960-1969	10	10,000 lbs.
1-50	1970-1979	10	10,000 lbs.
1-55	1980-1989	10	10,000 lbs.
1-60	1990-1999	10	10,000 lbs.
1-65	2000-2009	10	10,000 lbs.
1-70	2010-2019	10	10,000 lbs.
1-75	2020-2029	10	10,000 lbs.
1-80	2030-2039	10	10,000 lbs.
1-85	2040-2049	10	10,000 lbs.
1-90	2050-2059	10	10,000 lbs.
1-95	2060-2069	10	10,000 lbs.
2-00	2070-2079	10	10,000 lbs.
2-05	2080-2089	10	10,000 lbs.
2-10	2090-2099	10	10,000 lbs.
2-15	2100-2109	10	10,000 lbs.
2-20	2110-2119	10	10,000 lbs.
2-25	2120-2129	10	10,000 lbs.
2-30	2130-2139	10	10,000 lbs.
2-35	2140-2149	10	10,000 lbs.
2-40	2150-2159	10	10,000 lbs.
2-45	2160-2169	10	10,000 lbs.
2-50	2170-2179	10	10,000 lbs.
2-55	2180-2189	10	10,000 lbs.
2-60	2190-2199	10	10,000 lbs.
2-65	2200-2209	10	10,000 lbs.
2-70	2210-2219	10	10,000 lbs.
2-75	2220-2229	10	10,000 lbs.
2-80	2230-2239	10	10,000 lbs.
2-85	2240-2249	10	10,000 lbs.
2-90	2250-2259	10	10,000 lbs.
2-95	2260-2269	10	10,000 lbs.
3-00	2270-2279	10	10,000 lbs.
3-05	2280-2289	10	10,000 lbs.
3-10	2290-2299	10	10,000 lbs.
3-15	2300-2309	10	10,000 lbs.
3-20	2310-2319	10	10,000 lbs.
3-25	2320-2329	10	10,000 lbs.
3-30	2330-2339	10	10,000 lbs.
3-35	2340-2349	10	10,000 lbs.
3-40	2350-2359	10	10,000 lbs.
3-45	2360-2369	10	10,000 lbs.
3-50	2370-2379	10	10,000 lbs.
3-55	2380-2389	10	10,000 lbs.
3-60	2390-2399	10	10,000 lbs.
3-65	2400-2409	10	10,000 lbs.
3-70	2410-2419	10	10,000 lbs.
3-75	2420-2429	10	10,000 lbs.
3-80	2430-2439	10	10,000 lbs.
3-85	2440-2449	10	10,000 lbs.
3-90	2450-2459	10	10,000 lbs.
3-95	2460-2469	10	10,000 lbs.
4-00	2470-2479	10	10,000 lbs.
4-05	2480-2489	10	10,000 lbs.
4-10	2490-2499	10	10,000 lbs.
4-15	2500-2509	10	10,000 lbs.
4-20	2510-2519	10	10,000 lbs.
4-25	2520-2529	10	10,000 lbs.
4-30	2530-2539	10	10,000 lbs.
4-35	2540-2549	10	10,000 lbs.
4-40	2550-2559	10	10,000 lbs.
4-45	2560-2569	10	10,000 lbs.
4-50	2570-2579	10	10,000 lbs.
4-55	2580-2589	10	10,000 lbs.
4-60	2590-2599	10	10,000 lbs.
4-65	2600-2609	10	10,000 lbs.
4-70	2610-2619	10	10,000 lbs.
4-75	2620-2629	10	10,000 lbs.
4-80	2630-2639	10	10,000 lbs.
4-85	2640-2649	10	10,000 lbs.
4-90	2650-2659	10	10,000 lbs.
4-95	2660-2669	10	10,000 lbs.
5-00	2670-2679	10	10,000 lbs.
5-05	2680-2689	10	10,000 lbs.
5-10	2690-2699	10	10,000 lbs.
5-15	2700-2709	10	10,000 lbs.
5-20	2710-2719	10	10,000 lbs.
5-25	2720-2729	10	10,000 lbs.
5-30	2730-2739	10	10,000 lbs.
5-35	2740-2749	10	10,000 lbs.
5-40	2750-2759	10	10,000 lbs.
5-45	2760-2769	10	10,000 lbs.
5-50	2770-2779	10	10,000 lbs.
5-55	2780-2789	10	10,000 lbs.
5-60	2790-2799	10	10,000 lbs.
5-65	2800-2809	10	10,000 lbs.
5-70	2810-2819	10	10,000 lbs.
5-75	2820-2829	10	10,000 lbs.
5-80	2830-2839	10	10,000 lbs.
5-85	2840-2849	10	10,000 lbs.
5-90	2850-2859	10	10,000 lbs.
5-95	2860-2869	10	10,000 lbs.
6-00	2870-2879	10	10,000 lbs.
6-05	2880-2889	10	10,000 lbs.
6-10	2890-2899	10	10,000 lbs.
6-15	2900-2909	10	10,000 lbs.
6-20	2910-2919	10	10,000 lbs.
6-25	2920-2929	10	10,000 lbs.
6-30	2930-2939	10	10,000 lbs.
6-35	2940-2949	10	10,000 lbs.
6-40	2950-2959	10	10,000 lbs.
6-45	2960-2969	10	10,000 lbs.
6-50	2970-2979	10	10,000 lbs.
6-55	2980-2989	10	10,000 lbs.
6-60	2990-2999	10	10,000 lbs.
6-65	3000-3009	10	10,000 lbs.
6-70	3010-3019	10	10,000 lbs.
6-75	3020-3029	10	10,000 lbs.
6-80	3030-3039	10	10,000 lbs.
6-85	3040-3049	10	10,000 lbs.
6-90	3050-3059	10	10,000 lbs.
6-95	3060-3069	10	10,000 lbs.
7-00	3070-3079	10	10,000 lbs.
7-05	3080-3089	10	10,000 lbs.
7-10	3090-3099	10	10,000 lbs.
7-15	3100-3109	10	10,000 lbs.
7-20	3110-3119	10	10,000 lbs.
7-25	3120-3129	10	10,000 lbs.
7-30	3130-3139	10	10,000 lbs.
7-35	3140-3149	10	10,000 lbs.
7-40	3150-3159	10	10,000 lbs.
7-45	3160-3169	10	10,000 lbs.
7-50	3170-3179	10	10,000 lbs.
7-55	3180-3189	10	10,000 lbs.
7-60	3190-3199	10	10,000 lbs.
7-65	3200-3209	10	10,000 lbs.
7-70	3210-3219	10	10,000 lbs.
7-75	3220-3229	10	10,000 lbs.
7-80	3230-3239	10	10,000 lbs.
7-85	3240-3249	10	10,000 lbs.
7-90	3250-3259	10	10,000 lbs.
7-95	3260-3269	10	10,000 lbs.
8-00	3270-3279	10	10,000 lbs.
8-05	3280-3289	10	10,000 lbs.
8-10	3290-3299	10	10,000 lbs.
8-15	3300-3309	10	10,000 lbs.
8-20	3310-3319	10	10,000 lbs.
8-25	3320-3329	10	10,000 lbs.
8-30	3330-3339	10	10,000 lbs.
8-35	3340-3349	10	10,000 lbs.
8-40	3350-3359	10	10,000 lbs.
8-45	3360-3369	10	10,000 lbs.
8-50	3370-3379	10	10,000 lbs.
8-55	3380-3389	10	10,000 lbs.
8-60	3390-3399	10	10,000 lbs.
8-65	3400-3409	10	10,000 lbs.
8-70	3410-3419	10	10,000 lbs.
8-75	3420-3429	10	10,000 lbs.
8-80	3430-3439	10	10,000 lbs.
8-85	3440-3449	10	10,000 lbs.
8-90	3450-3459	10	10,000 lbs.
8-95	3460-3469	10	10,000 lbs.
9-00	3470-3479	10	10,000 lbs.
9-05	3480-3489	10	10,000 lbs.
9-10	3490-3499	10	10,000 lbs.
9-15	3500-3509	10	10,000 lbs.
9-20	3510-3519	10	10,000 lbs.
9-25	3520-3529	10	10,000 lbs.
9-30	3530-3539	10	10,000 lbs.
9-35	3540-3549	10	10,000 lbs.
9-40	3550-3559	10	10,000 lbs.
9-45	3560-3569	10	10,000 lbs.
9-50	3570-3579	10	10,000 lbs.
9-55	3580-3589	10	10,000 lbs.
9-60	3590-3599	10	10,000 lbs.
9-65	3600-3609	10	10,000 lbs.
9-70	3610-3619	10	10,000 lbs.
9-75	3620-3629	10	10,000 lbs.
9-80	3630-3639	10	10,000 lbs.
9-85	3640-3649	10	10,000 lbs.
9-90	3650-3659	10	10,000 lbs.
9-95	3660-3669	10	10,000 lbs.
10-00	3670-3679	10	10,000 lbs.
10-05	3680-3689	10	10,000 lbs.
10-10	3690-3699	10	10,000 lbs.
10-15	3700-3709	10	10,000 lbs.
10-20	3710-3719	10	10,000 lbs.
10-25	3720-3729	10	10,000 lbs.
10-30	3730-3739	10	10,000 lbs.
10-35	3740-3749	10	10,000 lbs.
10-40	3750-3759	10	10,000 lbs.
10-45	3760-3769	10	10,000 lbs.
10-50	3770-3779	10	10,000 lbs.
10-55	3780-3789	10	10,000 lbs.
10-60	3790-3799	10	10,000 lbs.
10-65	3800-3809	10	10,000 lbs.
10-70	3810-3819	10	10,000 lbs.
10-75	3820-3829	10	10,000 lbs.
10-80	3830-3839	10	10,000 lbs.
10-85	3840-3849	10	10,000 lbs.
10-90	3850-3859	10	10,000 lbs.
10-95	3860-3869	10	10,000 lbs.
11-00	3870-3879	10	10,000 lbs.
11-05	3880-3889	10	10,000 lbs.
11-10	3890-3899	10	10,000 lbs.
11-15	3900-3909	10	10,000 lbs.
11-20	3910-3919	10	10,000 lbs.
11-25	3920-3929	10	10,000 lbs.
11-30	3930-3939	10	10,000 lbs.
11-35	3940-3949	10	10,000 lbs.
11-40	3950-3959	10	10,000 lbs.
11-45	3960-3969	10	10,000 lbs.
11-50	3970-3979	10	10,000 lbs.
11-55	3980-3989	10	10,000 lbs.
11-60	3990-3999	10	10,000 lbs.
11-65	4000-4009	10	10,000 lbs.
11-70	4010-4019	10	10,000 lbs.
11-75	4020-4029	10	10,000 lbs.
11-80	4030-4039	10	10,000 lbs.
11-85	4040-4049	10	10,000 lbs.
11-90	4050-4059	10	10,000 lbs.
11-95	4060-4069	10	10,000 lbs.
12-00	4070-4079	10	10,000 lbs.
12-05	4080-4089	10	10,000 lbs.
12-10	4090-4099	10	10,000 lbs.
12-15	4100-4109	10	10,000 lbs.
12-20	4110-4119	10	10,000 lbs.
12-25	4120-4129	10	10,000 lbs.
12-30	4130-4139	10	10,000 lbs.
12-35	4140-4149	10	10,000 lbs.
12-40	4150-4159	10	10,000 lbs.
12-45	4160-4169	10	10,000 lbs.
12-50	4170-4179	10	10,000 lbs.
12-55	4180-4189	10	10,000 lbs.
12-60	4190-4199	10	10,000 lbs.
12-65	4200-4209	10	10,000 lbs.
12-70	4210-4219	10	10,000 lbs.
12-75	4220-4229	10	10,000 lbs.
12-80	4230-4239	10	10,000 lbs.
12-85	4240-4249	10	10,000 lbs.
12-90	4250-4259	10	10,000 lbs.
12-95	4260-4269	10	10,000 lbs.
13-00	4270-4279	10	10,000 lbs.
13-05	4280-4289	10	10,000 lbs.
13-10	4290-4299	10	10,000 lbs.
13-15	4300-4309	10	10,000 lbs.
13-20	4310-4319	10	10,000 lbs.
13-25	4320-4329	10	10,000 lbs.
13-30	4330-4339	10	10,000 lbs.
13-35	4340-4349	10	10,000 lbs.
13-40	4350-4359	10	10,000 lbs.
13-45	4360-4369	10	10,000 lbs.
13-50	4370-4379	10	10,000 lbs.
13-55	4380-4389	10	10,000 lbs.
13-60	4390-4399	10	10,000 lbs.
13-65	4400-4409	10	10,000 lbs.
13-70	4410-4419	10	10,000 lbs.
13-75	4420-4429	10	10,000 lbs.
13-80	4430-4439	10	10,000 lbs.
13-85	4440-4449	10	10,000 lbs.
13-90	4450-4459	10	10,000 lbs.
13-95	4460-4469	10	10,000 lbs.
14-00	4470-4479	10	10,000 lbs.
14-05	4480-4489	10	10,000 lbs.
14-10	4490-4499	10	10,000 lbs.
14-15	4500-4509	10	10,000 lbs.
14-20	4510-4519	10	10,000 lbs.
14-25	4520-4529	10	10,000 lbs.
14-30	4530-4539	10	10,000 lbs.
14-35	4540-4549	10	10,000 lbs.
14-40	4550-4559	10	10,000 lbs.
14-45	4560-4569	10	10,000 lbs.
14-50	4570-4579	10	10,000 lbs.
14-55	4580-4589	10	10,000 lbs.
14-60	4590-4599	10	10,000 lbs.
14-65	4600-46		

[illegible]

TRAIL MAP - 2012

DO

INTERSTATE COMMERCE COMMISSION

DECISION AND CERTIFICATE OF INTERIM TRAIL USE OR ABANDONMENT

Docket No. AB-167 (Sub-No. 1004N)

CONRAIL ABANDONMENT OF THE SNOW SHOE INDUSTRIAL TRACK
IN CENTRE AND CLEARFIELD COUNTIES, PA

Decided: November 2, 1993

By decision served February 15, 1990, Consolidated Rail Corporation (Conrail) was authorized under section 308 of the Regional Rail Reorganization Act of 1973 to abandon the following 19.0-mile line of railroad, known as the Snow Shoe Industrial Track in Centre and Clearfield Counties, PA:

Beginning at a point near Winburne, approximately 1,100 feet northwest of the northwest side of UG bridge number 64.23 over Black Bear Run, at approximately milepost 64.5, and extending to the end of the line at Snow Shoe, at approximately milepost 45.5.

On August 2, 1993, the Headwaters Charitable Trust (HCT) petitioned to reopen the proceeding for the purpose of issuing a Certificate of Interim Trail Use or Abandonment (CITU). HCT states that Conrail has not consummated abandonment of the line and that, although a final agreement has not been signed, Conrail is willing to negotiate a transfer of the line to HCT for interim trail use and rail banking pursuant to the Trails Act.¹ In its reply filed August 5, 1993, Conrail confirmed HCT's assertions and supported the request for reopening and issuance of a CITU.

In submissions respectively filed October 4 and 7, 1993, C & K Coal Company and Clair L. Tarnan² oppose the planned trail use over the right-of-way. These trail opponents are concerned about trespassers vandalizing and littering their adjoining property and the potential liability for persons injured along the trail. The coal company also argues that a trail will increase opportunities for illegal timbering on its land.

Because Conrail's abandonment has not been consummated, the Commission continues to have jurisdiction over the line. Under the National Trails System Act (16 U.S.C. 1241) and our implementing rules, if a prospective trail user requests a trail condition and the carrier indicates its willingness to negotiate a trail arrangement, the Commission in issuing a Certificate of Interim Trail Use or Abandonment (CITU) functions in a strictly ministerial role. Because we do not analyze, approve, or set the terms for the interim trail arrangement,³ we cannot deny HCT's trail request based on potential problems stemming from trail use.

Opponents' concerns are a matter within the laws and police power of the State and local governments in which the trail is located. It is the Commission's policy that trails must be maintained according to applicable land use plans, zoning

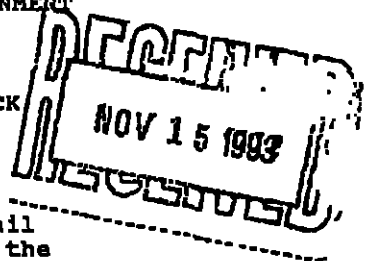
¹ HCT also indicated that it is qualified to acquire the line for trail use, and it issued a statement of its willingness to assume financial responsibility.

² Appended to the Tarnan submission are signatures of 50 individuals also opposing trail use.

³ See Ex Parte No. 274 (Sub-No. 13B), Policy Statement on Rails to Trails Conversions (not printed), served February 5, 1990 (55 FR 4026-28).

SERVICE DATE

NOV 5 1993



ordinances, and public health and safety laws.⁴ The same is true for an existing right-of-way that the Commission has approved for abandonment. Because we lack enforcement authority over trails, property owners harmed by improperly maintained trails should take their complaints to local officials.

This proceeding is reopened, and the previously issued Certificate and Decision will be modified into a CITU under 49 CFR 1152.29(c). Negotiations for a trail use agreement may proceed during the 180-day period described below. As long as the final agreement is mutually agreeable to the parties involved, further Commission approval is not necessary. If no agreement is reached within 180 days from the service date of this decision and certificate, Conrail may then fully abandon the line. Use of the right-of-way for trail purposes is subject to restoration for railroad purposes.

This action will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is certified: Conrail is authorized to abandon the line described above, subject to the terms and conditions for interim trail use/rail banking set forth below.

It is ordered:

1. This proceeding is reopened.
2. The Certificate and Decision served February 15, 1990, is modified to authorize interim trail use/rail banking in accord with the terms and conditions set forth below.
3. If an interim trail use/rail banking agreement is reached, it must require the trail user to assume, for the term of the agreement, full responsibility for management of, any liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and the payment of any taxes imposed on the right-of-way.
4. Interim trail use/rail banking is subject to the future restoration of rail service.
5. If interim trail use is implemented and the user subsequently seeks to terminate trail use, it must file a petition to reopen, referring to this decision and CITU by date and docket number, and request that the CITU be vacated on a specific date.
6. If an agreement for interim trail use/rail banking is reached by the 180th day after service of this decision and certificate, interim trail use may be implemented. If no agreement is reached by the 180th day, Conrail may fully abandon the line.
7. This decision is effective on its service date.

By the Commission, David M. Konschnik, Director, Office of Proceedings.

(SEAL)

Sidney L. Strickland, Jr.
Secretary

⁴ See Ex Parte No. 274 (Sub-No. 13), Rail Abandonment--Use of Rights-of-Way as Trails--Supplemental Trails Act Procedures (not printed), served May 26, 1989.

PROOF OF SERVICE

I hereby certify that a true and correct copy of the within Supplement to Application of Headwaters Charitable Trust and Snow Shoe Rails to Trails Association for Transfer of Certificate of Interim Trail Use was, this day, served, by First-Class mail, postage prepaid, upon counsel for R. J. Corman Railroad Company/Pennsylvania Lines, Inc as follows:

Ronald A. Lane, Esquire
Fletcher & Sippel LLC
29 N. Wacker Drive, Suite 920
Chicago, Illinois 60606-2832

Date:

May 3, 2013

